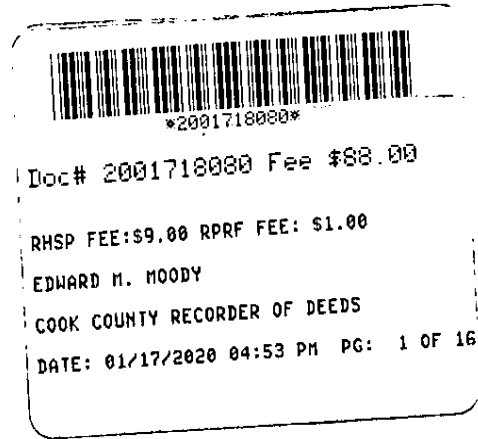


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This instrument was prepared by and after recording, this instrument should be returned to:

Pamela E. Cash
Assistant General Counsel
Office of the General Counsel
Chicago Housing Authority
60 E. Van Buren St., 12th Fl.
Chicago, Illinois 60605
41044528 (15 OF 44)



CHICAGO HOUSING AUTHORITY BENEFITS AGREEMENT

This **BENEFITS AGREEMENT** (“**Agreement**”) is made and entered into this 16th day of January 16, 2020 (the “**Effective Date**”) by and among **CHICAGO HOUSING AUTHORITY**, a municipal corporation (“**CHA**”), **ICKES MASTER DEVELOPER JV LLC**, a Delaware limited liability company (“**Developer**”) and **SOUTHBRIDGE 9 MASTER OWNER LLC**, an Illinois limited liability company (“**Owner**”). CHA Developer and Owner are collectively referred to herein as the “**Parties**”.

RECITALS:

CHA is the owner of land, formerly the site of a public housing development commonly known as Harold Ickes Homes (the “**Ickes Homes Land**”). The Owner intends to develop a multi-family residential rental, commercial and retail development consisting of a total of one hundred three (103) residential dwelling units, commercial and retail space and related improvements to be known as Southbridge Phase 1B (the “**Development**”) on a portion of the Ickes Homes Land located on a leasehold estate in the land described on **Exhibit A** attached hereto and made a part hereof (the “**Land**”). CHA, as landlord, and The Community Builders, Inc., a Massachusetts nonprofit corporation doing business in Illinois as TCB NFP Illinois, Inc., (“**TCB**”), as initial tenant, are concurrently herewith entering into a ground lease (“**Ground Lease**”) for the Land. TCB is concurrently assigning their entire leasehold estate under the Ground Lease to Owner.

The Development will include 5,600 square feet of retail and commercial space (“**Retail/Commercial Development**”) to be leased by Owner to tenants as further defined herein below.

Pursuant to that certain Contract for Redevelopment of Harold Ickes Homes by and among CHA, Developer, TCB and McCaffery Interest, Inc. an Illinois corporation (“**MDA**”), the Parties agreed to provide specific community and public housing benefits by providing permanent employment to CHA Residents (as herein defined below).

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and

S Y
P 16
S 2
PA _____
SC _____
E _____
B B

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sufficiency of which are hereby acknowledged, agree as follows:

1. Definitions:

As used in this Agreement, the following terms, whether or not capitalized, shall have the following meaning:

“Agreement” means this Benefits Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

“Applicable Retail/Commercial Lease” means lease, occupancy or license agreement having a minimum square footage of 2,500 square feet.

“Applicable Retail/Commercial Tenant” means each tenant under an Applicable Retail/Commercial Lease

“Business Days” means any day of the week other than Saturday, Sunday or a day on which the CHA is obligated or authorized by law or executive action to be closed to the transaction of normal business.

“CHA Residents” means the residents of public housing located within the Chicago metropolitan area, voucher holders under the CHA Housing Choice Voucher Program and/or project based voucher participants located within the Chicago Metropolitan area.

“Commencement Date” the date the tenant begins operation in the premises under the first Applicable Retail Lease in the Development

“Development” shall have the meaning set forth in the Recitals.

“Employment Compliance Period” means that period commencing upon the date the tenant begins operation in the premises under the Applicable Retail Lease in the Development and ending on the last day immediately preceding the twentieth (20th) anniversary thereof, subject to any extensions of the Employment Compliance Period due to non-compliance under this Agreement.

“First Retail/Commercial Lease” means the first Applicable Retail or Commercial Lease by an Applicable Retail/Commercial Tenant.

“Ground Lease” shall have the meaning set forth in the Recitals.

“HUD” means the United States Department of Housing and Urban Development.

“Ickes Homes” shall have the meaning set forth in the Recitals.

“Job Reports” means the monthly job reports listing open positions for hire as required

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under this Agreement.

“Land” shall have the meaning set forth in the Recitals.

“MDA” means Master Development Agreement is that agreement set forth in the Recitals.

“Minimum 20% CHA Hiring” means the requirement that each Applicable Retail/Commercial Tenant under an Applicable Retail/Commercial Lease fill twenty percent (20%) of all new and replacement employee positions at the premises for the Applicable Retail/commercial Lease with CHA Residents.

“Retail/Commercial Development” shall have the meaning set for in the Recitals.

2. Benefit Covenants:

Permanent Employment Positions for CHA Residents in Retail/Commercial Development.

- A. As to each phase of the Retail/Commercial Development, during the Employment Compliance Period (as defined below), the Developer and/or Owner Entity of the Retail/Commercial Development shall include in each lease, occupancy or license agreement having a minimum square footage of 2,500 square feet (an “**Applicable Retail/Commercial Lease**”), a requirement (the “**Minimum 20% CHA Hiring**”) that each tenant having a minimum of three (3) employee positions (“**Applicable Retail/Commercial Tenant**”) under an Applicable Retail/Commercial Lease shall fill twenty percent (20%) of all new and replacement employment positions at the premises for the Applicable Retail/Commercial Lease with residents of public housing, housing choice voucher holders and/or project based voucher participants under the CHA Housing Choice Voucher Program located within the Chicago Metropolitan area (“**CHA Residents**”). An Applicable Retail/Commercial Tenant with three (3) to five (5) positions shall fill one (1) position with a CHA Resident. CHA Residents may be identified through the CHA or its workforce providers.

As used in this Agreement, the “**Employment Compliance Period**” means that period commencing upon the date the tenant begins operations in the leased premises (the “**Commencement Date**”) under the first Applicable Retail/Commercial Lease in such phase of the Retail/Commercial Development (the “**First Retail/Commercial Lease**”) and ending on the last day immediately preceding the twentieth (20th) anniversary thereof, subject to any extensions of the Employment Compliance Period due to non-compliance with quarterly job reports, which have not been cured after notice from the CHA, as set forth in the Benefits Agreement (“**Job Reports**”). In the event that the Retail/Commercial Development (or any phase thereof) is sold at any time after the date of the tenth

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(10th) anniversary of the Commencement Date of the First Retail/Commercial Lease, the Employment Compliance Period (or any applicable remaining Employment Compliance Period included in any and all Applicable Retail/Commercial Leases) shall terminate as of the closing date of such sale.

The Minimum 20% CHA Hiring shall be included in every new Applicable Retail/Commercial Lease, renewal Applicable Retail/Commercial Lease, replacement Applicable Retail/Commercial Lease, assignments of Applicable Retail/Commercial Leases and options to renew Applicable Retail/Commercial Leases, for the term of the Applicable Retail/Commercial Lease, as such term may be adjusted to correspond to the then remaining term of the Employment Compliance Period. By way of example, (a) if the First Retail/Commercial Lease has an aggregate lease term of 10 years (inclusive of all extension options), the Employment Compliance Period would apply for the entire 10-year term and the new or successor Applicable Retail/Commercial Lease with respect to the First Retail/Commercial Lease would be subject to a remaining Employment Compliance Period of not more than 10 years, subject to any extensions due to non-compliance with Job Reports (which have not been cured after notice as set forth above) and assuming the Commencement Date occurred immediately following the termination of the First Retail/Commercial Lease; and (b) if the Commencement Date for the second Applicable Retail/Commercial Lease occurred on the second anniversary of the Employment Compliance Period and such second Applicable Retail/Commercial Lease has an aggregate lease term of 20 years, the Employment Compliance Period applicable to the second Applicable Retail/Commercial Lease would be 18 years, subject to any extensions due to non-compliance with Job Reports (which have not been cured after notice as set forth above).

Every Applicable Retail/Commercial Tenant must submit their anticipated staffing plan to CHA after execution of the Applicable Retail/Commercial Lease and prior to operations in order to develop the Applicable Retail/Commercial Tenant's employment hiring plan and the Minimum 20% CHA Hiring. A referral process for CHA hires are set forth in Exhibit B-1. All hiring plans must be submitted in writing to CHA and approved in writing by CHA prior to implementation. CHA's failure to provide Applicable Retail/Commercial Tenant with its written approval or disapproval of its hiring plan within thirty (30) days of receipt thereof shall be deemed as CHA's approval of such hiring plan.

- B. Reporting Requirements. As to each phase of the Retail/Commercial Development, the Developer and/or Owner shall submit quarterly Job Reports for every Applicable Retail/Commercial Tenant to the CHA, in the format provided in Exhibit B-2, for the duration of the Employment Compliance Period. Job

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Reports shall include the number of new and replacement positions available, number of CHA resident applicants for new and replacement positions, and the number of CHA residents hired for new and replacement positions. The Developer and/or Owner further agrees to meet with the CHA as requested by the CHA, to review the Job Reports and discuss progress toward the Minimum 20% CHA Hiring. The Job Report template provided in Exhibit B-2 may be modified from time to time upon written agreement by CHA, Developer and Owner.

If sufficient qualified CHA Residents do not apply within thirty (30) days of the submission of a job report notifying CHA of an open position as set forth herein, Retail/Commercial Tenant shall have the right to offer any remaining percentage of new employment positions covered by the Minimum 20% CHA Hiring that are not filled by CHA Residents to other qualified applicants. Exceptions would be if the retailer has a vacancy position, that requires a specialization to fill a vacancy (for example if a cook quit) and the referral process is holding up hiring and can have an adverse effect on the business, the retailer should move forward with direct hire through their usual process.

3. General Terms and Conditions:

- a. In connection with the execution of this Agreement, each party warrants and represents that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein, subject to any required HUD approvals.
- b. This Agreement and the exhibits attached hereto, if any, are incorporated herein by reference, and shall constitute the entire Agreement between the parties and no other warranties, inducements, considerations, promises or interpretations which are not expressly addressed herein shall be implied or impressed upon this Agreement.
- c. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same having identical legal effect.
- d. No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the authorized officer(s) of CHA and by the authorized officer(s) of Developer and Owner.
- e. If any provisions of this Agreement shall be held or deemed inoperative or unenforceable because it conflicts with any other provision or provisions hereof, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- f. This Agreement shall be governed by and construed in accordance with the internal

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laws of the State of Illinois, without regard to its conflicts of laws principles.

- g. All documents required by this Agreement to be submitted, delivered and furnished by one party to the other party shall be in form and content reasonably satisfactory to the other party.
- h. Neither CHA nor Developer or Owner shall assign, delegate or otherwise transfer all or any part hereof unless as approved in writing by the other party. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.
- i. The failure by either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation on that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- j. The covenants specifically described in Paragraph 2 herein shall be covenants that run with the land comprising the Development and are intended to be binding upon any transferee of the Development.
- k. No partner, member, shareholder, officer, director, trustee, beneficiary, employee, agent, contractor or consultant of CHA or Developer and Owner (disclosed or undisclosed) shall have any personal liability with respect to the subject matter of this Agreement.
- l. Nothing in this Agreement, whether express or implied, creates, confers, or is intended to create or confer any rights or remedies under or by reason of this Agreement on any other persons other than the parties hereto and their permitted assigns. This Agreement is not intended to and does not create or confer any third-party beneficiary rights whatsoever.

4. Notices:

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified first-class mail, postage prepaid, return receipt requested:

If to CHA: Chicago Housing Authority
Office of Development Management
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Executive Officer

With a copy to: Chicago Housing Authority
Office of the General Counsel

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60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Legal Officer

If to Developer:

Ickes Master Developer JV LLC
c/o The Community Builders, Inc.
185 Dartmouth Street
Boston, Massachusetts 02116
Attn: General Counsel

And to:

The Community Builders, Inc.
135 South LaSalle Street, Suite 3350
Chicago, Illinois 60603
Attn: William Woodley, Authorized Agent

With copy to:

Applegate & Thorne-Thomsen P.C.
425 South Financial Place, Suite 1900
Chicago, Illinois 60603
Attn: Paul Davis

And to:

Ickes Master Developer JV LLC
c/o McCaffery Interest, Inc.
176 North Racine Avenue, Suite 200
Chicago, Illinois 60607
Attn: Daniel T. McCaffery and Edmund C. Woodbury

With copy to:

Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
Attn: Jade E. Newburn

If to Owner:

Southbridge 9 Master Owner LLC
c/o The Community Builders
135 South LaSalle Street, Suite 3350
Chicago, Illinois 60603
Attn: Director of Development

With a copy to:

Applegate & Thorne-Thomsen, P.C.
425 S. Financial Place, Suite 1900
Chicago, Illinois 60605

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Attn: Paul Davis

With a copy to: The Community Builders
185 Dartmouth Street
Boston, MA 02116
Attn: General Counsel

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means prior to 5:00 p.m. CST on any day other than a weekend or day on which banks in the city of Chicago are authorized to be closed, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

5. Estoppels:

Within fifteen (15) Business Days following the request from any party hereto, each other party shall deliver to the requesting party, an estoppel certificate stating, to the best of such parties' knowledge or belief: (i) whether or not this Agreement is in full force and effect and the extent to which this Agreement has been supplemented, modified or amended; (ii) whether or not there are any defaults or breaches under this Agreement or conditions that, with the passage of time, the giving of notice, or both, would constitute a default or breach under this Agreement (and, if applicable, the nature of such defaults, breaches or conditions); (iii) whether the conditions and agreements under this Agreement have been satisfied or performed as of the date of such estoppel certificate (and, if applicable, the nature of any failures); and (iv) the number of CHA Resident hires. Any such statement or certificate may be conclusively relied upon by the party requesting the estoppel certificate.

6. Remedies:

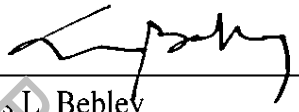
Upon violation of any of the provisions of this Agreement by the Developer and/or Owner, the CHA may give notice of such violation to Owner as provided in Section 4 hereof. If such violation is not corrected to the satisfaction of the CHA within thirty (30) days after such notice, the CHA may declare a default under this Agreement, effective on the date of notice of such declaration of default to Owner, and upon such default, and so long as such default is continuing, the CHA may apply to any court, state or federal, for specific performance of this Agreement, for an injunction against any violation of this Agreement or for any other remedy at law..

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IN WITNESS WHEREOF, CHA, Developer and Owner have caused this Agreement to be executed, as of the date first set forth above, by their duly authorized officers.

CHICAGO HOUSING AUTHORITY

an Illinois municipal corporation

By: 
James L. Bebley
Acting Chief Executive Officer

ICKES MASTER DEVELOPER JV, LLC

a Delaware limited liability company

By: The Community Builders, Inc.
Its managing member

By: _____
William Woodley
Authorized Agent

SOUTHBRIDGE 9 MASTER OWNER LLC,

an Illinois limited liability company

By: Ickes Master Developer JV, LLC,
its sole member

By: The Community Builders, Inc.,
its managing member

By: _____
William Woodley
Its Authorized Agent

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, CHA, Developer and Owner have caused this Agreement to be executed, as of the date first set forth above, by their duly authorized officers.

CHICAGO HOUSING AUTHORITY
an Illinois municipal corporation

By: _____
James J. Bebley
Acting Chief Executive Officer

ICKES MASTER DEVELOPER JV, LLC
a Delaware limited liability company

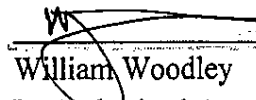
By: The Community Builders, Inc.
Its managing member

By:  _____
William Woodley
Authorized Agent

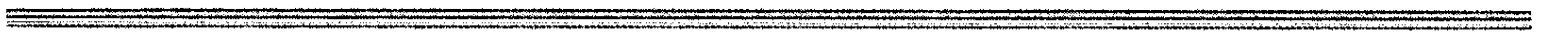
SOUTHBRIDGE 9 MASTER OWNER LLC,
an Illinois limited liability company

By: Ickes Master Developer JV, LLC,
its sole member

By: The Community Builders, Inc.,
its managing member

By:  _____
William Woodley
Its Authorized Agent

Property of Cook County Clerk's Office

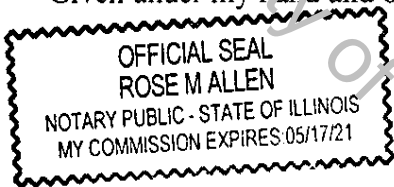


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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Rose M. Allen, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James L. Bebley, Acting 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 Acting 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 16th day of January, 2019.



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 certify that William Woodley, personally known to me to be the Authorized Agent of The Community Builders, Inc., the managing member of Ickes Master Developer JV, LLC, (the "Managing Member"), 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 Authorized Agent, s/he signed and delivered the said instrument, pursuant to authority given by the members of the Managing Member as the free and voluntary act of such person, and as the free and voluntary act and deed of the Managing Member for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2019.

Notary Public

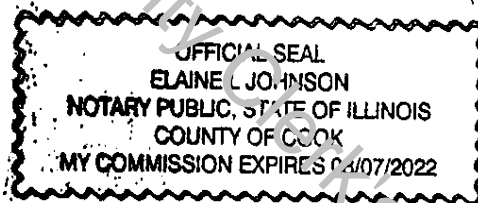
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do certify that William Woodley, personally known to me to be the Authorized Agent of The Community Builders, Inc., the managing member of Ickes Master Developer JV, LLC, (the "Managing Member"), the sole and managing member of Southbridge 9 Master Owner LLC, 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 Authorized Agent, s/he signed and delivered the said instrument, pursuant to authority given by the members of the Managing Member as the free and voluntary act of such person, and as the free and voluntary act and deed of the Managing Member and Southbridge 9 Master Owner LLC, for the uses and purposes therein set forth.

Given under my hand and official seal this 18th day of December, 2019.

(Seal)

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EXHIBIT A LEGAL DESCRIPTION OF DEVELOPMENT

THAT PART OF LOTS 13 THROUGH 24 (BOTH INCLUSIVE), THAT PART OF LOTS 27 THROUGH 33 (BOTH INCLUSIVE) AND THAT PART OF THE NORTH-SOUTH 15 FOOT WIDE PUBLIC ALLEY VACATED PER DOCUMENT NUMBER 15805877, RECORDED JANUARY 6, 1954, ALL IN BLOCK 10, IN UHLICH AND MUHLKE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH HALF OF THE SOUTH HALF THEREOF) IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN SAID BLOCK 10; THENCE SOUTH 01 DEGREES 31 MINUTES 56 SECONDS EAST, ALONG AN ASSUMED BEARING, BEING THE EAST LINE OF LOTS 1 THROUGH 24 (BOTH INCLUSIVE) IN BLOCK 10, ALSO BEING THE WEST LINE OF STATE STREET, 309.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 31 MINUTES 56 SECONDS EAST ALONG THE LAST DESCRIBED COURSE 289.70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 24, SAID CORNER ALSO BEING A POINT ON THE NORTH LINE OF VACATED W. 24TH STREET AS VACATED BY SAID DOCUMENT NUMBER 15805877; THENCE SOUTH 88 DEGREES 29 MINUTES 48 SECONDS WEST ALONG THE LAST DESCRIBED LINE 116.21 FEET; THENCE NORTH 01 DEGREE 31 MINUTES 56 SECONDS WEST 65.80 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 04 SECONDS WEST 38.50 FEET; THENCE NORTH 01 DEGREE 31 MINUTES 56 SECONDS WEST 139.00 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 04 SECONDS EAST 38.50 FEET; THENCE NORTH 01 DEGREE 31 MINUTES 56 SECONDS WEST 84.90 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 48 SECONDS EAST 116.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN(s): 17-28-218-029 (affects part of the land and other property); and
17-28-218-030 (affects part of the land and other property);

Address(es):

2336-2356 S. State Street, Chicago IL 60616

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EXHIBIT B-1

Referral Process for CHA Hires

1. Schedule Meeting between CHA Workforce Contractor(s) and Retail/Commercial Owner:

- Discuss hiring needs and positions
- Review job descriptions
- Create outline for pre-screening process
- Determine hiring fair dates

2. CHA Workforce Contractor(s):

- Recruit residents for program participation
- Provide job readiness preparation where required
- Pre-screen candidates for positions
- Refer sourced candidates for hiring fair

3. Retail/Commercial Owner:

Pre-Hire Process:

- Provide human resource staff to interview candidates for hire
- MAKE JOB OFFER

Post-Hire Process:

- Provide Workforce Contractor with interview feedback
- Complete Employment Verification
- Provide 30-day employment retention
- Provide 90-day employment retention
- Communicate to Workforce Contractor needs for replacement hire or additional hire needs

Exceptions would be if the retailer has a vacancy position, that requires a specialization to fill a vacancy (for example if a cook quit) and the referral process is holding up hiring and can have an adverse effect on the business, the retailer should move forward with direct hire through their usual process

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EXHIBIT B-2

FORMAT OF JOB REPORT

Southbridge Phase 1A and 1B Jobs Report						
Reporting Period:				Date:		
Reporting Year:				Submitted By:		
Building	Unit	Tenant	New&Replacement Positions Available	Position Type	CHA Residents Applicants	CHA Residents Hired
B3	R1	Tenant 1	5	Sales Clerk	5	2
B3	R1	Tenant 1	3	Sales Manager	3	1
B3	R2	Tenant 2	4	Administrative Assistant	7	1
Total			12		15	4

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