

ORDINANCE EXHIBIT C

Form of Loan Agreement Including Borrower Note

See attached pages.

CITY OF CHICAGO, ILLINOIS

and

TCB HUMBOLDT 4 LLC

LOAN AGREEMENT

Relating to

**\$[PAR AMOUNT]
City of Chicago, Illinois
Multifamily Housing Revenue Bonds, Series 2026
(Humboldt Village)**

Dated as of _____ 1, 2026

The interest of the City of Chicago, Illinois (the “Issuer”) in this Loan Agreement has been assigned pursuant to the Trust Indenture (the “Indenture”) (except for “Reserved Rights of the Issuer” defined in the Indenture) dated as of the date hereof from the Issuer to Zions Bancorporation, National Association, as trustee (the “Trustee”), and is subject to the security interest of the Trustee thereunder.

(This Table of Contents is not a part of the Loan Agreement and is only for convenience of reference.)

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LOAN AGREEMENT

This **LOAN AGREEMENT** (as amended, modified or supplemented from time to time, this "Agreement") made as of _____ 1, 2026, by and between **CITY OF CHICAGO, ILLINOIS**, a municipality and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois (together with its permitted successors and assigns, the "Issuer"), and **TCB HUMBOLDT 4 LLC**, a limited liability company, duly organized and validly existing under the laws of the State of Illinois (together with its permitted successors and assigns, the "Borrower");

RECITALS

WHEREAS, the Issuer has been duly created and organized pursuant to and in accordance with the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, is a home rule unit of local government and as such may provide a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford; and

WHEREAS, the Issuer is authorized: (a) to make loans to any person to provide financing for rental residential developments located within the jurisdiction of the Issuer and intended to be occupied in part by persons of low and moderate income, as determined by the Issuer; (b) to incur indebtedness for the purpose of obtaining moneys to make such loans and provide such financing, to establish any required reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Issuer; and (c) to pledge all or any part of the revenues, receipts or resources of the Issuer, including the revenues and receipts to be received by the Issuer from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Issuer in order to secure the payment of the principal of, prepayment premium, if any, on and interest on such indebtedness of the Issuer; and

WHEREAS, the Borrower and a separate entity, TCB Humboldt 9 LLC, an Illinois limited liability company (the "**9% Borrower**"), will acquire the vacant Von Humboldt Elementary School which is located on real property commonly known as 1417 North Talman Avenue/2620 West Hirsch St., Chicago, Illinois (the "**Property**"), and the Borrower will thereafter (i) rehabilitate a portion of the property to provide a total of 75 rental units, all of which are to be designated for occupancy by affordable households earning no more than 80% of the area median income ("**AMI**") with 12 units at 30% AMI, 25 units at 50% AMI, 27 units at 60% AMI, and 11 units at 80% AMI all including certain Rental Assistance Demonstration Project Based Voucher units to provide public housing replacement units; and (ii) together with the 9% Borrower, submit the Property to the requirements of the Illinois Condominium Property Act, 765 ILCS Section 605/1 *et. seq.*, thereby creating the Humboldt Elementary Condominiums pursuant to a Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Humboldt Elementary Condominiums or comparable document (the "**Condominium Declaration**"); and the 9% Borrower will concurrently rehabilitate a portion of the Property to provide a total of 28 rental units, all of which are to be designated for occupancy by affordable households earning no more than 80% of the AMI, with 4 units at 30% AMI, 6 units at 50% AMI, 15 units at 60% AMI and 3 units at 80% AMI; and

WHEREAS, the Humboldt Elementary Condominiums create three units within the forthcoming 4-story mixed-use midrise elevator building to be rehabilitated and located on the Property: (i) with the first unit 1 (“**Unit 1**”) consisting of approximately 28 residential units for affordable rental to low-income persons and families with incomes up to eighty percent (80%) of the area median income (“**AMI**”) (ii) the second unit (“**Unit 2**”) consisting of approximately 75 residential units for affordable rental to low-income persons and families with incomes up to eighty percent (80%) of the area median income; and (iii) the third unit (“**Unit 3**”) consisting of approximately 3,244 square foot space that will be operated as either white box office and programming space for a community organization (currently anticipated to be the Puerto Rican Chamber of Commerce (“**PRCC**”) or commercial retail; and

WHEREAS, pursuant to the Condominium Declaration, the Borrower will exclusively own Unit 2 and its undivided interest in the common elements (the “**Project**”), as well as Unit 3 (which is not part of the Project), and the 9% Borrower will exclusively own Unit 1 and its undivided interest in the common elements and its undivided interest in the common elements (collectively, the “**9% Project**”); and

WHEREAS, the Issuer desires to provide funds to finance a portion of the acquisition, construction, rehabilitation, and equipping of the Project and the payment of certain costs of issuance by issuing the Bonds, pursuant to a Trust Indenture by and between the Issuer and Zions Bancorporation, National Association, as Trustee, of even date herewith (the “**Indenture**”); and

WHEREAS, the Loan will be evidenced by this Agreement, and a promissory note dated the date of delivery of the Bonds and in the form attached hereto as **Exhibit B** (the “**Note**”) from the Borrower to the Issuer; and

WHEREAS, the obligations of the Borrower to make payments to the Issuer under this Loan Agreement will be evidenced by a Note dated _____, 2026 (the “**Note**”) in the principal amount of \$[PAR AMOUNT].

WHEREAS, the Issuer will assign its interest in this Loan Agreement and the Note (excluding certain Reserved Rights of the Issuer) to the Trustee as part of the Trust Estate established under the Indenture. During construction, the Bonds will be cash-collateralized, and no mortgage lien with respect to the Project will secure the Bonds or the Loan.

WHEREAS, the Bank of America, National Association (the “**Construction Lender**”) and the City of Chicago (the “**City Lender**,” and together with the Construction Lender, the “**Mortgage Lenders**”) have agreed to provide the Construction Loan and City Loan, respectively (collectively, the Construction Loan and City Loan are the “**Mortgage Loans**”) to the Borrower, the proceeds of which shall be advanced pursuant to the Mortgage Loan Documents and used directly or indirectly (including as cash collateral for the Bonds through deposits to the Collateral Fund) to finance a portion of the costs of the acquisition, construction and equipping of the Project. The Mortgage Lenders will administer the Mortgage Loans during construction/rehabilitation of the Project in accordance with the Mortgage Loan Documents.

AGREEMENTS

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the Issuer and the Borrower agree as follows (provided that any obligation of the Issuer created by or arising out of this Agreement shall never constitute a general debt of the Issuer or give rise to any pecuniary liability of the Issuer but shall be payable solely out of Revenues).

ARTICLE I DEFINITIONS

Section 1.01 *Use of Defined Terms.* In addition to the words and terms defined elsewhere in this Agreement, the words and terms in this Agreement shall have the meanings set forth in the Trust Indenture (the “**Indenture**”), dated as of the date of this Agreement between the Issuer and the Trustee.

Section 1.02 *Interpretation.* Any reference herein to the Issuer, to the Board or to any member or officer of either includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Illinois Compiled Statutes or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Issuer, the Holders, the Trustee or the Borrower under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of the Bonds. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.03 *Captions and Headings.* The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01 *Representations of the Issuer.* The Issuer makes the following representations, warranties and covenants:

(a) The Issuer is a municipality and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois. Under the provisions of the ordinance adopted by the Issuer, the Issuer is authorized to

enter into this Agreement, the City of Chicago Regulatory Agreement, the Tax Regulatory Agreement and the Indenture and the transactions contemplated hereunder and thereunder and to carry out its obligations hereunder and thereunder. By proper action of its Board, the Issuer has been duly authorized to execute and deliver the documents related to the Bonds to which the Issuer is a party and to issue and sell the Bonds.

(b) The Issuer covenants that it will not pledge the amounts derived from this Agreement other than as contemplated by the Indenture.

(c) There is no action, suit, proceeding, inquiry or investigation pending (as to which the Issuer has received service of process or other notice) or, to the actual knowledge of the Issuer, threatened against the Issuer by or before any court, governmental agency or public board or body, which (i) affects or questions the existence or the title to office of any member of the Issuer; (ii) affects or seeks to prohibit, restrain or enjoin the execution and delivery of any of the documents related to the Bonds to which the Issuer is a party, or the issuance, execution or delivery of the Bonds; (iii) affects or questions the validity or enforceability of any of the documents related to the Bonds to which the Issuer is a party or the Bonds; (iv) questions the exclusion from gross income for federal income taxation of interest on the Bonds; or (v) questions the power or authority of the Issuer to perform its obligations under any of the documents related to the Bonds to which the Issuer is a party or the Bonds or to carry out the transactions contemplated by any of the documents related to the Bonds to which the Issuer is a party or the Bonds.

The Issuer makes no representation or warranty, express or implied, that the proceeds of the Bonds will be sufficient to finance the acquisition, construction and equipping of the Project or that the Project will be adequate or sufficient for the Borrower's intended purposes.

Section 2.02 *Representations, Covenants and Warranties of the Borrower.* The Borrower represents, covenants and warrants that:

(a) Good Standing; Single-Purpose Covenants.

The Borrower (i) is a limited liability company duly organized and existing in good standing under the laws of the State, (ii) has the power to own its property and to carry on its business as now being conducted and as contemplated by this Agreement and the Tax Certificate, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned by it therein or in which the transaction of its business makes such qualification necessary, including, but not limited to, the State. The Borrower's business and purpose shall consist solely of the ownership, development, operation and management of the Project and such other lawful activities as are incidental, necessary or appropriate thereto. The Borrower shall not assume or guaranty any other person's indebtedness or obligations. The Borrower shall not dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity or convey, transfer or lease (other than commercial and residential tenant leases) its property and assets substantially as an entirety to any entity, except for a transfer

of the Project pursuant to the CHA Right of First Refusal or as allowed as a Permitted Encumbrance. The Borrower shall not institute or consent to any bankruptcy, insolvency or reorganization proceedings with respect to it, consent to the appointment of a receiver or similar official with respect to it, make any assignment for the benefit of its creditors or admit in writing its inability to pay its debts generally as they become due.

The Borrower shall: maintain books and records and bank accounts separate from those of any other person; conduct its business in its own name and use separate stationery, invoices and checks; maintain its assets in such a manner that it is not costly or difficult to segregate and identify such assets; observe all organizational formalities and hold itself out to creditors and the public as a legal entity separate and distinct from any other entity; prepare separate tax returns and financial statements, or if part of a consolidated group, then be shown thereon as a separate member of such group; allocate and charge fairly and reasonably any common employee or overhead shared with affiliates; and transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements. The Borrower shall not commingle its assets or funds with those of any other person.

(b) Authority. The Borrower has full power and authority to (i) execute and deliver the Borrower Documents and Mortgage Loan Documents to which it is a party and (ii) incur the obligations provided for herein and therein, all of which have been duly authorized by all proper and necessary corporate action. All consents or approvals of any public authority which are required as a condition to the validity of this Agreement, the Tax Certificate, the Note, the Bond Purchase Agreement, and the Tax Regulatory Agreement have been obtained.

(c) Binding Agreements. The Borrower Documents and Mortgage Loan Documents to which it is a party have been properly executed and duly authorized by the Borrower and constitute valid and legally binding obligations of the Borrower, and are fully enforceable against the Borrower in accordance with their respective terms, subject to bankruptcy, insolvency or other laws affecting creditors' rights generally, and with respect to certain remedies which require, or may require, enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose.

(d) Litigation. To the knowledge of Borrower, there is no litigation or proceeding pending or threatened against the Borrower or the Project before any court or administrative agency which, if determined adversely to the Borrower, will materially adversely affect the Borrower or the Project, or the authority of the Borrower to enter into or perform under the Borrower Documents and Mortgage Loan Documents to which it is a party.

(e) Conflicts; Defaults. There is (i) no provision of the Borrower's organizational documents or ordinances of the Borrower and no provision of any existing mortgage, indenture, contract or agreement binding on the Borrower or affecting any of the Borrower's property and (ii) to the Borrower's knowledge, no provision of law applicable to Borrower, as applicable, or order of court binding upon the Borrower or affecting any of the Borrower's property, in either case which would

conflict with or in any way prevent the execution, delivery, or performance of the terms of the Borrower Documents and Mortgage Loan Documents to which it is a party, or which would be in default or violated as a result of such execution, delivery or performance. The Borrower is not in material default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which it is a party.

(f) Title to Project. The Borrower has or will have on the Closing Date good and marketable fee interest in the land constituting the site of the Project and fee interest in the improvements comprising the Project free and clear of any liens or encumbrances, other than the Permitted Encumbrances. The Borrower possesses or will timely obtain and possess in due course and will at all times thereafter possess, all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Project, without known conflict with any rights of others.

(g) [Reserved].

(h) Events Affecting Tax Exemption. The Borrower has not taken or permitted to be taken any action that would impair the exclusion from gross income for federal income tax purposes of the interest payable on the Bonds, and the Borrower has never been advised that the interest is or will be subject to inclusion in gross income. As of the Closing Date, the Borrower is in compliance with all requirements contained in the Tax Certificate, and the representations of the Borrower set forth in the Tax Certificate pertaining to the Borrower and the Project is true and accurate in all material respects. Notwithstanding the above, if the Borrower becomes aware of any situation, event or condition which would result in the interest on the Bonds being included in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the Issuer and the Trustee.

(i) Compliance with Laws. The Project is of the type authorized and permitted by the Act and will, from the Closing Date forward, be operated in compliance with the provisions of the Act and the provisions of the Code applicable thereto. The Borrower will use due diligence to cause the Project to be operated in accordance with the Act and all other applicable laws, rulings, regulations and ordinances of the State and the departments, agencies and political subdivisions thereof. The Borrower has obtained or will cause to be timely obtained all requisite approvals of the State and of other federal and local governmental bodies required for the operation of the Project.

(j) No Material Misstatements. The representations and warranties of the Borrower contained in the Borrower Documents and Mortgage Loan Documents (including, without limitation, any information furnished by the Borrower in connection with the preparation of any materials related to the issuance or delivery of the Bonds on the Closing Date), contain no material misstatement of fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. The representations and warranties of the Borrower and the statements, information and descriptions contained

in the Official Statement (excluding the information under the captions “THE ISSUER,” “THE BONDS,” “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS,” “TAX MATTERS,” “UNDERWRITING,” “RATING,” “CERTAIN LEGAL MATTERS,” “ABSENCE OF LITIGATION – The Issuer,” “THE TRUSTEE,” and the information in each of Appendices A, B, C, D and F) and in the Borrower’s closing certificates, as of the Closing Date, are true, correct and complete in all material respects, do not contain any untrue statement or misleading statement of material fact made by the Borrower or its affiliates, and do not omit to state a material fact necessary to make the certifications, representations, warranties, statements, information and descriptions contained therein, in light of the circumstances under which they were made, not misleading. The estimates and assumptions contained in this Agreement and in any certificate of the Borrower delivered as of the Closing Date are reasonable and based on the most accurate information available to the Borrower.

(k) Interest of Member or Agent of Issuer. To the knowledge of the Borrower, no member or agent of the Issuer has been or is in any manner interested, directly or indirectly, in that person’s own name or in the name of any other persons, in the loan of the bond proceeds, the Bonds, the Documents, the Borrower or the Project, in any contract for property or materials to be furnished or used in connection with the Project, or in any aspect of the transactions contemplated by the Documents.

(l) Arbitrage Bonds. No money on deposit or to be deposited in any fund or account in connection with the Bonds, whether or not such money was or is to be derived from other sources, has been or will be used by or under the direction of the Borrower in any manner which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(m) Tax Returns. The Borrower has filed or caused to be filed, or will timely file or caused to be filed, all required federal, state and local tax returns and has paid all taxes as shown on such returns as such taxes have become due. No claims have been assessed and are unpaid with respect to such taxes.

(n) No Reliance on Issuer. The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the Project; that it is familiar with the provisions of all of the documents and instruments relating to such financing to which it or the Issuer is a party or of which it is a beneficiary; that it understands the risks inherent in such transactions, including without limitation the risk of loss of the Project; and that it has not relied on the Issuer for any guidance or expertise in analyzing the financial or other consequences of such financing transactions or otherwise relied on the Issuer in any manner except to issue the Bonds.

(o) Fees. The Borrower shall pay all fees, including the Issuer Fees and Expenses, as provided under the Note and in this Agreement.

(p) Place of Business of Borrower. The Borrower has a place of business in the State.

(q) Governmental Requirements. To the Borrower's knowledge, other than as disclosed in the environmental reports provided by Borrower to Issuer, no violation of any Governmental Requirement exists with respect to the Project, the Borrower, or any other asset of the Borrower, the Project conforms in all material respects with all applicable zoning, planning, building and environmental laws, ordinances and regulations of Governmental Authorities having jurisdiction over the Project, all necessary utilities are available to the Project, and the Borrower has obtained or will obtain all requisite zoning approvals necessary with respect to the Project.

(r) Condemnation. No condemnation, eminent domain or similar proceeding is pending, or to the knowledge of the Borrower, threatened, with respect to the Project or any portion thereof.

(s) Governmental Approvals. The Borrower has obtained, or will obtain and has maintained as currently in full force and effect, or will be in full force and effect, all consents, and permits, licenses, accreditations, certifications and other approvals (governmental or otherwise) that:

(i) would constitute a condition precedent to, or the absence of which would materially adversely affect, the enforceability of and the performance by the Borrower of its obligations hereunder; and

(ii) are necessary for the acquisition, construction, financing and operation of the Project.

Section 2.03 *Additional Representations, Warranties and Undertakings of the Borrower.* The Borrower makes the following additional representations as the basis for their covenants and agreements herein:

(a) The execution and delivery of the Borrower Documents and Mortgage Loan Documents to which it is a party, and the consummation of the transactions herein and therein contemplated, including the application of the proceeds of the Bonds as so contemplated, will not conflict with, or constitute a breach of, or default by it under its formation and governance documents, or any statute, indenture, mortgage, deed of trust, lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or its properties are bound, and will not constitute a violation of any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties. Additionally, the Borrower is not in breach, default or violation of any applicable statute, indenture, mortgage, deed of trust, note, loan agreement or other agreement or instrument which would allow the obligee or obligees thereof to take any action which would preclude performance under the Borrower Documents by the Borrower.

(b) To its knowledge, there are no actions, suits or proceedings of any type whatsoever pending or threatened against or affecting it or its assets, properties or operations which, if determined adversely to it or its interests, could have a material adverse effect upon its financial condition, assets, properties or operations and it is not in default with respect to any order or decree of any court or any order, regulation or

decree of any federal, state, municipal or governmental agency, which default would materially and adversely affect its financial condition, assets, properties or operations, or the completion of the construction of the Project.

(c) Neither any information, exhibit or report furnished to the Issuer by the Borrower in connection with the negotiation of the Borrower Documents nor any of the foregoing representations contains any untrue statement of a material fact made by the Borrower or its affiliates, or omits to state a material fact necessary to make the statements of Borrower or its affiliates therein, in light of the circumstances under which they were made, not misleading.

(d) The Borrower shall pay all fees, costs and expenses required to be paid by the Borrower under the terms of this Agreement.

All representations of the Borrower contained herein and in any certificate or other instrument delivered by the Borrower pursuant to the Borrower Documents or in connection with the transaction contemplated thereby, shall survive the execution and delivery thereof and the issuance, sale and delivery of the Bonds as representations of facts existing as of the date of execution and delivery of the instrument containing such representation.

Section 2.04 *Tax-Exempt Status of the Bonds.* The Borrower hereby represents, warrants and agrees that the Tax Certificate executed and delivered by the Borrower concurrently with the issuance and delivery of the Bonds is true, accurate and complete in all material respects as of the date on which executed and delivered.

Section 2.05 *Notice of Determination of Taxability.* Promptly after the Borrower first becomes aware of any investigation relating to the tax status of the Bonds, or a Determination of Taxability, the Borrower shall give written notice thereof to the Issuer and the Trustee at the address of each party listed in Article I of the Indenture.

ARTICLE III PLAN OF FINANCING

Section 3.01 *Issuance of Bonds; Application of Proceeds.* To provide funds to make the Loan for purposes of assisting the Borrower in paying Costs of Project, the Issuer shall simultaneously with the execution and delivery hereof proceed with the issuance and delivery of the Bonds to the Underwriter upon receipt by the Trustee of the items listed in Section 2.05 of the Indenture. The Issuer agrees to deposit the proceeds of sale of the Bonds in accordance with the Indenture.

The Bonds will be issued pursuant to the Indenture in the aggregate principal amount, will bear interest, will mature and will be subject to redemption, mandatory tender and remarketing as set forth therein. As evidenced by the Borrower's executed Consent and Agreement of Borrower, the Borrower has approved the terms and conditions of the Indenture and the Bonds, and the terms and conditions under which the Bonds will be issued, sold and delivered and will comply with those provisions of the Indenture that contemplate action by the Borrower, all as if the Borrower were a party to the Indenture.

Pending disbursement pursuant to Section 3.03 hereof, the proceeds of the Bonds deposited in the Project Fund shall constitute a part of the Revenues assigned by the Issuer to the Trustee as security for the payment of the Bond Debt Service Charges as provided in the Indenture.

Section 3.02 *The Loan.* The Issuer agrees, upon the terms and conditions herein, to make the Loan to the Borrower with the proceeds received by the Issuer from the sale of the Bonds by causing such proceeds to be deposited with the Trustee for disposition as provided in the Indenture. The obligation of the Issuer to fund the Loan shall be deemed fully discharged, and the principal amount of the Bonds shall be deemed fully advanced to the Borrower under the Note, upon the deposit of the proceeds of the Bonds with the Trustee. The Loan shall be evidenced by the Note as assigned by the Issuer and made payable to the Trustee.

Section 3.03 *Disbursements from the Project Fund.* In the Indenture, the Issuer has authorized and directed the Trustee to make disbursements from the Project Fund to pay Costs of the Project upon satisfaction of the requirements of the Indenture. The Trustee is directed in the Indenture to make disbursements from the Project Fund as provided in the Indenture, and pursuant to the receipt of a Requisition in substantially the form attached to the Indenture as Appendix B. Proceeds of the Bonds shall not be used to pay for costs to acquire, construct or equip Unit 1 and Unit 3 of the Humboldt Elementary Condominiums.

The Borrower's right to request disbursements from the Project Fund is limited to the principal amount of the Loan and conditioned upon the deposit of Eligible Funds into the Collateral Fund as set forth in the Indenture, the Escrow Agreement and the applicable Mortgage Loan Documents.

Section 3.04 *Furnishing Documents to the Trustee.* The Borrower agrees to cause Requisitions to be delivered to the Trustee as may be necessary to effect payments out of the Project Fund in accordance with Section 3.03 hereof.

Section 3.05 *Construction, Installation and Equipment.* The Borrower (a) has acquired the land, and shall construct and equip the Project with all reasonable dispatch and in accordance with the Plans and Specifications, (b) shall pay when due all fees, costs and expenses incurred in connection with that construction, installation and equipment from funds made available therefor in accordance with this Agreement or otherwise, except to the extent being contested in good faith, and (c) shall ask, demand, sue for, levy, recover and receive all those sums of money, debts and other demands whatsoever which may be due, owing and payable under the terms of any contract, order, receipt, writing and instruction in connection with the construction and equipping of the Project, and shall enforce the provisions of any contract, agreement, obligation, bond or other performance security with respect thereto. It is understood that the Project is that of the Borrower and any contracts made by the Borrower with respect thereto, whether acquisition contracts, construction contracts or otherwise, or any work to be done by the Borrower on the Project is made or done by the Borrower in its own behalf and not as agent or contractor for the Issuer. The Borrower agrees that it will compensate, or cause its general contractor to compensate, all workers employed in the construction and equipping of the Project as required by law.

Section 3.06 *Plans and Specifications.* The Plans and Specifications have been or shall be filed with the Issuer and the Trustee. The Borrower may revise the Plans and Specifications from time to time, provided that no revision shall be made that would change the purpose of the Project to

other than purposes permitted by the Act, the City of Chicago Regulatory Agreement and the Tax Regulatory Agreement; and provided further that no material revision of the Plans and Specifications shall be made unless the Borrower has first delivered to the Issuer and the Trustee a narrative description of the proposed revision accompanied by a certificate of the Borrower Representative certifying the change in Costs of the Project resulting from the revision and that the moneys then on deposit in the Project Fund together with other identified available moneys will be sufficient to pay in full the Costs of the Project including the change in Costs of the Project resulting from such revision.

The sources and uses contemplated by the plan of financing for the Project are set forth in Exhibit D hereto, and at or prior to the execution and delivery of this Agreement, the Borrower shall provide to the Issuer evidence acceptable to the Issuer, in its sole discretion, of the availability of all financing contemplated by the plan of financing for the Project including, without limitation (and without regard to whether the immediate availability of such financing is a condition to undertaking the Project), the anticipated equity portion of the financing and all other public and private financing and any interim or bridge financing to be provided in anticipation of the closing of any of the foregoing aspects of the financing therefor. Any material changes in the plan of financing or to any information contained in Exhibit D shall be communicated promptly to the Issuer. Copies of all documents evidencing that financing, and the security therefor, all in form reasonably acceptable to the Issuer, shall have been provided to the Issuer.

Section 3.07 Completion Date. The Borrower shall notify the Issuer and the Trustee of the Completion Date by the delivery of a Completion Certificate signed by the Borrower Representative substantially in the form of Exhibit C attached hereto. The Completion Certificate shall be delivered as promptly as practicable after the occurrence of the events and conditions referred to in paragraphs (a), (b), and (d) of the Completion Certificate.

Section 3.08 Borrower Required to Pay in the Event Project Fund Is Insufficient. In the event the moneys in the Project Fund are not sufficient to pay the Costs of the Project in full, the Borrower agrees to complete the Project and to pay that portion of the Costs of the Project in excess of the moneys available therefore in the Project Fund. The Issuer does not make any warranty, either express or implied, that the moneys paid into the Project Fund and available for payment of the Costs of the Project will be sufficient to pay all of the Costs of the Project. The Borrower agrees that if after exhaustion of the moneys in the Project Fund, the Borrower should pay any portion of the Costs of the Project pursuant to the provisions of this Section, the Borrower shall not be entitled to any reimbursement therefor from the Issuer, the Trustee or the Holders of any of the Bonds, nor shall the Borrower be entitled to any diminution of the amounts payable under this Agreement.

Section 3.09 Special Arbitrage Certifications. The Borrower and Issuer each covenants (i) not to take any action or fail to take any action (required of the Borrower or the Issuer, respectively, under the Documents) which would cause the interest on any of the Bonds to be or become includable in the gross income of the Holders for federal income tax purposes and (ii) not to cause or direct any moneys on deposit in any fund or account to be used in a manner that would cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. The Borrower certifies and covenants to and for the benefit of the Issuer and the Holders of the Bonds that so long as there are any Bonds Outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether such moneys were derived from the proceeds of the sale of

the Bonds or from any other sources, will not be used in a manner that will cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 3.10 *Rebate Calculations and Payments.* Within 60 days after the end of each Bond Year and within 60 days after payment in full of the Bonds, if necessary, the Borrower shall cause the Rebate Analyst to calculate the Rebate Amount as of the end of that Bond Year or the date of such payment and the Rebate Analyst shall notify the Trustee, the Borrower and the Investor Member of that amount in writing. If the amount then on deposit in the Rebate Fund created under the Indenture is less than the Rebate Amount (taking into account the amount or amounts, if any, previously paid to the United States), the Borrower shall, within thirty (30) days after the date of the aforesaid calculation, deposit or cause to be deposited to the credit of the Rebate Fund an amount sufficient to cause the Rebate Fund to contain an amount equal to the Rebate Amount. The obligation of the Borrower to make or cause to be made such payments shall remain in effect and be binding upon the Borrower notwithstanding the release and discharge of the Indenture or the termination of this Agreement. The Borrower shall obtain such records of the computations made pursuant to this Section as are required under Section 148(f) of the Code and shall retain such records for at least six (6) years after the maturity or retirement of the Bonds.

Section 3.11 *Rebate Analyst.* In accordance with Section 3.10 hereof, the Rebate Analyst shall perform any calculations required under Section 4.06 of the Indenture at the sole expense of the Borrower. The Borrower shall appoint a Rebate Analyst reasonably acceptable to City whenever any such calculation is required, the expense of which shall be borne by the Borrower, and the Borrower shall give prompt notice in writing to the Trustee of such appointment. The Borrower further covenants that, during the term of the Bonds, in the event the Borrower sells or otherwise disposes of the Project, it will require that the transferee execute a covenant similar to that in this Section in the sale or other documents concerning the disposition and will require such transferee to include such a covenant in future transfer documents. The special covenants of the Borrower in this Section shall survive the defeasance or payment in full of the Bonds notwithstanding any other provision of this Agreement until the requirements for payment of any Rebate Amount has been fully satisfied.

ARTICLE IV LOAN PAYMENTS; ADDITIONAL PAYMENTS AND OBLIGATIONS

Section 4.01 *Loan Repayment; Delivery of Note.* In consideration of and in repayment of the Loan, the Borrower shall deliver or cause to be delivered to the Trustee on or before each Bond Payment Date, Loan Payments, equal to the amount necessary to pay interest on and principal of the Bonds due on the next Bond Payment Date. All such Loan Payments shall be paid to the Trustee in accordance with the terms of the Note for the account of the Issuer and shall be held and disbursed in accordance with the provisions of the Indenture and this Agreement.

The Borrower shall be entitled to a credit against the Loan Payments required to be made with respect to the Bonds on any date equal to the available money in the Bond Fund or transferred thereto from the Collateral Fund or the Project Fund for the payment of the Bond Debt Service Charges on that date.

To secure the Borrower's performance of its obligations under this Agreement, the Borrower shall execute and deliver, concurrently with the issuance and delivery of the Bonds, the Note, the City of Chicago Regulatory Agreement and the Tax Regulatory Agreement.

The Note shall secure equally and ratably all Outstanding Bonds, except that, so long as no Event of Default has occurred and is subsisting hereunder, payments by the Borrower on the Note shall be used by the Trustee to make a like payment of the Bond Debt Service Charges and shall constitute Loan Payments.

Upon payment in full, in accordance with the Indenture, of the Bond Debt Service Charges on any or all Bonds, whether at maturity or otherwise, or upon provision for the payment thereof having been made in accordance with the provisions of the Indenture, (a) the Note shall be deemed fully paid, the obligations of the Borrower thereunder shall be terminated, and the Note shall be surrendered by the Trustee to the Borrower, and shall be canceled by the Borrower, or (b) an appropriate notation shall be endorsed thereon evidencing the date and amount of the principal payment (or prepayment) equal to the Bonds so paid, or with respect to which provision for payment has been made, and that Note shall be surrendered by the Trustee to the Borrower for cancellation if all Bonds shall have been paid (or provision made therefor) and canceled as aforesaid. Unless the Borrower is entitled to a credit under express terms of this Agreement or the Note, all payments on the Note shall be in the full amount required thereunder.

Section 4.02 *Additional Payments.* The Borrower shall pay as Additional Payments hereunder the following:

(a) All Extension Payments and other sums required under Section 3.03 of the Indenture in order to revise or extend the Mandatory Tender Date or remarket the Bonds, and the Borrower further agrees to execute any and all certificates required by the Issuer, the Trustee or the Remarketing Agent in order to effectuate such revision, extension or remarketing.

(b) To the Trustee, the Ordinary Trustee Fees and Expenses to the extent that the funds available in the Expense Fund for the payment thereof are not sufficient and available therefor.

(c) To the Issuer (i) the Ordinary Issuer Fees to the extent that the funds available under the Indenture for the payment thereof are not sufficient and available therefor and (ii) the Extraordinary Issuer Fees and Expenses.

(d) All costs of printing any replacement Bonds required to be issued under the Indenture to the extent such costs are not paid by the Holders.

(e) To the extent not paid by the Trustee from the Expense Fund, all of the fees and expenses of the Rebate Analyst (including, but not limited to, the Rebate Analyst Fee) and any other necessary consultant employed by the Borrower, the Trustee or the Issuer in connection with any of the requirements imposed by Section 4.06 of the Indenture and the Tax Regulatory Agreement to the extent that the funds available under the Indenture for the payment thereof are not sufficient and available therefor. The Borrower shall provide or cause to be provided all information and money (including money necessary to make deposits to the Rebate Fund required by the Indenture and the Tax Regulatory Agreement

and the fees and expenses of the Rebate Analyst to the extent available money in the Bond Fund under the Indenture are inadequate to pay such amounts) to the Trustee and the Rebate Analyst to enable the Trustee and the Rebate Analyst to comply with the Indenture and the Tax Regulatory Agreement.

(f) To the Dissemination Agent, the Dissemination Agent Fee to the extent the funds available in the Expense Fund are not sufficient and available therefore, as well as any other costs and expenses in order to provide for compliance with the terms of the Continuing Disclosure Agreement.

(g) To the Remarketing Agent, the Remarketing Agent's Fee and any Remarketing Expenses.

In the event the Borrower is in default under any provision of any of the Borrower Documents, the Borrower shall be liable to, and upon demand shall pay to, the Issuer and the Trustee all reasonable fees and disbursements of such persons and their agents (including attorneys' fees and expenses) which are reasonably connected therewith or incidental thereto except to the extent such fees and disbursements are paid from money available therefor under the Indenture.

To provide for certain of the anticipated Additional Payments, the Borrower agrees to cause to be deposited with the Trustee the Expense Fund Deposit and the Costs of Issuance Deposit as required under the Indenture, and authorizes the Trustee to pay, from money on deposit in the Costs of Issuance Fund and the Expense Fund, the amounts provided to be paid from the Costs of Issuance Fund or the Expense Fund in accordance with Sections 4.07 and 4.09, respectively, of the Indenture. All such amounts shall be paid directly to the parties entitled thereto for their own account as and when such amounts become due and payable.

Upon the payment, prepayment, or incurrence of any such cost, expense, or liability described in this Section by any such party, the Additional Payments in respect thereof shall be payable upon written demand to the Borrower, which demand shall be accompanied by invoices or other appropriate documentation concerning the nature, amount and incurrence of such cost, expense or liability. If the Additional Payments payable under this Section are not paid upon such demand, such Additional Payments shall bear interest from the date of such payment or the incurrence thereof at the Interest Rate until the amount due shall have been fully paid.

The Borrower also covenants and agrees to pay any additional interest, taxes or penalties that may be due as a result of a Determination of Taxability.

The obligations of the Borrower under this Section shall survive the termination of this Agreement and the payment and performance of all of the other obligations of the Borrower hereunder and under the other Borrower Documents, including the Tax Regulatory Agreement.

Section 4.03 *Obligations of the Borrower Unconditional.* The obligations of the Borrower to make the Loan Payments, Additional Payments and any other payments required under this Agreement, and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any right of notice, setoff, recoupment or counterclaim it might otherwise have against the Issuer, the Trustee or any other person. Subject to termination as provided herein, the Borrower (i) will not suspend or discontinue, or permit the

suspension or discontinuance of, any payments provided for under this Agreement, (ii) will perform and observe all of its other agreements contained in this Agreement and (iii) will not terminate this Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, or change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either, any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement, whether express or implied, or any failure of the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Indenture, whether express or implied.

Section 4.04 *Remarketing of Bonds.* The Borrower is hereby granted the right to (i) request a remarketing of the Bonds in the manner and to the extent set forth in Section 3.03 of the Indenture and (ii) with the written consent of the Remarketing Agent (which consent shall not be unreasonably withheld), designate the length of the Remarketing Period and the related Mandatory Tender Date in the manner and to the extent set forth in Sections 3.01 and 3.03 of the Indenture. Notice of any such Remarketing Period and the related Mandatory Tender Date also shall be delivered to the Issuer, the Investor Member, the Mortgage Lenders and the Trustee not later than fifteen (15) days prior to the Mandatory Tender Date.

Section 4.05 *Mortgage Loans to Borrower.* Contemporaneously with the issuance of the Bonds, the Borrower shall obtain the Mortgage Loans from the Mortgage Lenders.

The Borrower shall cause each Mortgage Lender, from time to time and in accordance with the Escrow Agreement and Mortgage Loan Documents, to deliver Eligible Funds to the Trustee for deposit into the Collateral Fund to enable the Trustee to disburse an equal amount of Bond proceeds from the Project Fund as approved by the Mortgage Lenders pursuant to a completed and fully executed Requisitions, in substantially the form attached to the Indenture as Appendix B.

Section 4.06 *Assignment of Agreement and Revenues; Trustee is Third Party Beneficiary.*

To secure the payment of the Bond Debt Service Charges, the Issuer shall assign to the Trustee, by the Indenture, its rights under and interest in this Agreement (except for the Reserved Rights of the Issuer). The Borrower hereby agrees and consents to those assignments. The Issuer shall not attempt to further assign, transfer or convey its interest in the Revenues or this Agreement or create any pledge or lien of any form or nature with respect to the Revenues, Loan Payments or Collateral Payments hereunder.

The Trustee shall be a third-party beneficiary to this Agreement.

ARTICLE V SPECIAL COVENANTS

Section 5.01 *No Warranty of Condition or Suitability by Issuer.* THE ISSUER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY AS TO THE PROJECT OR THE CONDITION THEREOF, OR THAT THE PROJECT WILL BE SUITABLE FOR THE PURPOSES OR NEEDS OF THE BORROWER. THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED,

AND SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE BORROWER WILL HAVE QUIET AND PEACEFUL POSSESSION OF THE PROJECT. THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY, CONDITION OR WORKMANSHIP OF ANY PART OF THE PROJECT OR THEIR SUITABILITY FOR THE BORROWER'S PURPOSES.

Section 5.02 *Access to the Project.* The Borrower agrees that the Issuer, the Trustee and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect the Project and the construction and equipping thereof at all reasonable times with prior notice to Borrower of at least five (5) days prior to such inspection. The Borrower acknowledges that the Issuer has the right to monitor the construction and equipping of the Project. The Issuer, the Trustee and their duly authorized agents shall also be permitted, at all reasonable times with prior notice to Borrower of at least five (5) days, to examine the books, accounts, contracts, documents, and other papers of the Borrower with respect to the Project which shall all be maintained by the Borrower in reasonable condition and for audit.

Section 5.03 *Further Assurances and Corrective Instruments.* The Borrower agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

Section 5.04 *Issuer and Borrower Representatives.* Whenever under the provisions of this Agreement the approval of the Issuer or the Borrower is required or the Issuer or the Borrower is required to take some action at the request of the other, such approval or such request shall be given in writing both for the Issuer by a duly authorized representative of the Issuer and for the Borrower by a Borrower Representative. The Trustee shall be authorized to act on any such approval or request pursuant to the Indenture.

Section 5.05 *Financing Statements.* The Borrower shall, or shall cause to be executed and filed any and all financing statements, or any amendments thereof or continuation statements thereto, to perfect the security interests granted in the Indenture, in the manner prescribed in the Indenture. The Borrower shall pay all costs of filing such instruments and any fees and expenses (including reasonable attorney's fees) associated therewith.

Section 5.06 *Borrower Receipt of Insurance or Condemnation Proceeds.* In the event the Borrower receives any proceeds of insurance or any condemnation awards with respect to the Project, the Borrower shall promptly upon receipt remit all such insurance proceeds or condemnation awards to the Mortgage Lenders to the extent required by the Mortgage Loan Documents and Escrow Agreement. Such proceeds shall be used to either reduce the indebtedness evidenced by the Mortgage Loan Documents or to repair or restore the loss caused to the Project pursuant to the terms and conditions of the Mortgage Loan Documents and the Escrow Agreement.

Section 5.07 *Borrower's Obligations Upon Tender of Bonds.* If any tendered Bond is not remarketed on any Mandatory Tender Date and a sufficient amount is not available in the Collateral Fund, the Negative Arbitrage Account of the Bond Fund, or the Project Fund as provided in Section 3.01(e) of the Indenture for the purpose of paying the purchase price of such Bond, the Borrower will cause to be paid to the Trustee by the applicable times provided in the Indenture, an

amount equal to the amount by which the principal amount of all Bonds tendered and not remarketed, together with interest accrued to the Mandatory Tender Date, exceeds the amount otherwise available pursuant to Section 3.01(e) of the Indenture.

Section 5.08 *Option to Terminate.*

The Borrower shall have the option to cancel or terminate this Agreement at any time when (a) the Indenture shall have been released in accordance with its provisions, (b) sufficient money or security acceptable to the Issuer and the Trustee are on deposit with the Trustee or the Issuer, or both, to meet all Loan Payments due or to become due through the date on which the last of the Bonds is then scheduled to be retired or redeemed and (c) the Construction Loan shall be concurrently repaid in full. Such option shall be exercised by the Borrower, with approval of the Investor Member (not to be unreasonably withheld, conditioned or delayed), giving the Issuer and the Trustee five (5) days' notice in writing of such cancellation or termination and such cancellation or termination shall become effective at the end of such notice period. The provisions of this Section shall not be deemed to permit a prepayment of the Note other than in accordance with its terms.

Section 5.09 *Tax Covenants.* The Borrower, for the benefit of the Issuer and each Holder, represents that it has taken and caused to be taken, and covenants that it will take and cause to be taken, all actions that may be required of it, alone or in conjunction with the Issuer, to maintain the Federal Tax Status of the Bonds. The Borrower represents that it has not taken or permitted to be taken on its behalf, and covenants that it will not take or permit to be taken on its behalf, any actions that would adversely affect such Federal Tax Status. The Borrower agrees that it will not make any changes in the Project which will result in a violation of the limitation of the maturity of the Bonds under Section 147(b) of the Code.

If the Borrower becomes aware of any situation, event or condition which would adversely affect the Federal Tax Status of the Bonds, the Borrower shall promptly give written notice thereof to the Issuer and the Trustee.

The Issuer covenants that it will take, or require to be taken, all actions that may be required of the Issuer to maintain the Federal Tax Status of the Bonds. It will not take or authorize to be taken any actions that would adversely affect such Federal Tax Status under the Code.

The Borrower and the Issuer have entered into the Tax Regulatory Agreement for purposes of assuring that the Federal Tax Status of the Bonds will be maintained.

Section 5.10 *[Reserved]. Other Indebtedness.* So long as no Event of Default or Default hereunder shall have occurred and be continuing, the Borrower shall be permitted to incur any indebtedness for any Costs of the Project or other obligation or payment due under this Agreement, the Indenture or the CITY OF CHICAGO Regulatory Agreement and the Tax Regulatory Agreement.

Section 5.12 *Nature of Business.* The Borrower will not change the general character of its business as conducted at the date hereof, or engage in any type of business not reasonably related to its business as normally conducted.

Section 5.13 *Continuing Disclosure.* The Borrower hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Agreement or the Indenture, failure of the Borrower to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder or under the Indenture. The Borrower will provide to the Trustee and the Issuer copies of the annual financial statements of the Project and notices of material events provided pursuant to the Continuing Disclosure Agreement.

ARTICLE VI RESTRICTION ON TRANSFER; ASSIGNMENT, SELLING, LEASING; INDEMNIFICATION

Section 6.01 *Restriction on Transfer; Removal of Managing Member.* Except for Permitted Encumbrances and except as contemplated by the Mortgage Loan Documents and as otherwise provided for herein, the Borrower will not, directly or indirectly, by operation of law or otherwise, sell, assign, grant a deed of trust, pledge, hypothecate, transfer or otherwise dispose of the Project or any interest in the Project, and will not encumber, alienate, hypothecate, grant a security interest in or grant any other ownership or control interest whatsoever in the Project, in the leases or in the rents, issues and profits therefrom.

(b) Except for collateral pledges to lenders, no interest in the Borrower may be sold, conveyed, transferred, assigned, pledged or otherwise transferred, in whole or in part, directly or indirectly, by operation of law or otherwise other than the transfer of membership interests as described hereafter in subsection 6.01(c).

(c) Notwithstanding anything to the contrary contained herein or in any other Borrower Document (other than Section 5.09 hereof) but subject to any applicable provisions of the Mortgage Loan Documents and Section 5.09 hereof, the following shall be permitted and shall not require the prior written approval of Issuer or the Trustee: (a) the transfer by the Investor Member of its interest in the Borrower in accordance with the terms of the Operating Agreement, which Operating Agreement has been approved by the Issuer), (b) the removal of the Managing Member in accordance with the Operating Agreement and the replacement thereof in accordance with the Operating Agreement, (c) the transfer of ownership interests in the Investor Member, (d) upon the expiration of the tax credit compliance period, the transfer of the interests of the Investor Member in the Borrower to the Managing Member or any of its Affiliates, (e) the pledge and collateral assignment by the Managing Member of its ownership interests in the Borrower to the Construction Lender as security for the Construction Loan, (f) the admission of the Investor Member to the Borrower as partners therein pursuant to the Operating Agreement, (f) any amendment to the Operating Agreement, the Borrower Documents or the Mortgage Loan Documents to memorialize the transfers or removals described above and (g) any removal of the Managing Member and replacement thereof in accordance with the Mortgage Loan Documents.

(d) The Borrower will not become a party to any merger or consolidation or agree to effect any asset acquisition or stock acquisition.

(e) The Borrower will not convert the ownership of the Project into condominium or cooperative housing corporation form of ownership other than (i) a limited equity cooperative that is a qualified cooperative housing corporation as defined in Section 143(k)(9) of the Code, and (ii) the recording of the Condo Declaration and the creation thereby of Unit 2 of the Humboldt Elementary Condominiums, which will be comprised of 75 residential units, all of which is a qualified residential rental property for purposes of Section 142(d) of the Code.

(f) The Borrower will not seek the dissolution or winding up, in whole or in part, of the Borrower or voluntarily file, or consent to the filing of, a petition for bankruptcy, reorganization, or assignment for the benefit of creditors or similar proceedings.

(g) The Borrower will not enter into any arrangement, directly or indirectly, whereby the Borrower shall sell or transfer any property owned by it in order then or thereafter to lease such property or lease other property that the Borrower intends to use for substantially the same purpose as the property being sold or transferred without the prior written consent of the Issuer in its sole and absolute discretion.

(h) The Borrower will not take any action that would adversely affect the exclusion of interest on the Bonds from gross income, for purposes of federal income taxation nor omit or fail to take any action required to maintain the exclusion of interest on the Bonds from gross income, for purposes of federal income taxation.

(i) This Agreement may not be assigned, sold, transferred or otherwise disposed of by the Borrower without the prior written consent of the Issuer, subject to each of the following conditions:

(i) No such assignment will relieve the Borrower from primary liability for any of its obligations hereunder (unless the Issuer agrees in writing to release the Borrower) and in the event of any such assignment, the Borrower will continue to remain primarily liable for payment of its obligations hereunder and for performance and observance of the other covenants and agreements on its part herein provided.

(ii) No such assignment will, in the opinion of Bond Counsel (all such expenses related to such opinion shall be paid by the Borrower), impair the excludability of interest on the Bonds from gross income for purposes of federal income taxation.

(iii) The assignee will assume in writing the obligations of the Borrower hereunder to the extent of the interest assigned in a form acceptable to the Issuer (the "Assumption Agreement").

(iv) Prior to any such assignment, the Borrower will, furnish or cause to be furnished to the Issuer and the Trustee an executed original of the Assumption Agreement.

(j) The Borrower shall maintain its existence, not dissolve or sell, transfer or otherwise dispose of all or substantially all of its assets and not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; *provided* that it may do so if the surviving, resulting or transferee entity is other than the Borrower, it assumes in writing all of the obligations of the Borrower under the Borrower Documents and Mortgage Loan Documents and it has a net worth equal to or greater than that of the Borrower immediately prior

to such consolidation, merger, sale or transfer. The Borrower shall not permit one or more other entities to consolidate with or merge into it; or take any action or allow any action to be taken to terminate the existence of the Borrower except as provided herein. No sale, assignment or transfer of title to the Project, except as may be otherwise required by a Mortgage Lender, shall be made unless (a) the Mortgage Lenders each consent to such assignment or transfer, (b) the transferee or assignee, as the case may be, assumes all the duties of the Borrower under the Borrower Documents and Mortgage Loan Documents, *provided* that such assumption may contain an exculpation of the assignee from personal liability with respect to any obligation hereunder, except the Borrower's obligation to indemnify the Issuer and the Trustee and reimburse the Issuer and the Trustee for the fees and expenses of the Issuer and the Trustee, and (c) no Event of Default as certified in writing to the Issuer and the Trustee by the Borrower shall have occurred and be continuing under the Indenture or this Agreement. The Issuer shall consent to any such assignment or transfer if (i) each Mortgage Lender notifies it in writing that the aforesaid condition (a) is satisfied, (ii) the Issuer and the Trustee receives an Opinion of Bond Counsel to the effect that such transfer or assignment would not adversely affect the federal tax status of the Bonds, and (iii) the Trustee receives written confirmation from the Rating Agency that such transfer or assignment will not result in a withdrawal or reduction in any rating on the Outstanding Bonds by the Rating Agency (if the Bonds are then rated by the Rating Agency). Upon the assumption of the duties of the Borrower by an assignee as provided herein, the outgoing Borrower shall be released from all executory obligations so assumed; *provided, however*, the Borrower shall not be released from its obligation to pay or reimburse the fees and expenses of the Issuer and the Trustee and to indemnify the Trustee and the Issuer without the express written consent of the Trustee and the Issuer, as applicable, which consent shall not be unreasonably withheld. Nothing contained in this Section shall be construed to supersede any provisions regarding assignment and transfer of the Project contained in the Mortgage Loan Documents and the CHA Right of First Refusal.

Section 6.02 Indemnification. Subject to the provisions of subsections (b) and (c) of this Section, the Borrower hereby agrees to pay, indemnify and hold harmless the Issuer and the Trustee, the commissioners, directors and officers of the Issuer, the Trustee and their respective employees, attorneys, agents, trustees and representatives (collectively, the "Indemnified Parties") from any and all losses, damages, costs, expenses and fees (including all reasonable attorneys' fees), causes of action, suits, allegations, claims, demands, judgments and liabilities of whatsoever nature or kind (including, but not limited to, any documentary stamp or transfer taxes due and payable in connection with the Loan, if any, litigation and court costs, amounts paid in settlement by or with the approval of the Borrower and amounts paid to discharge judgments) directly or indirectly resulting from or arising out of or relating to:

- (i) the issuance, offering, sale, delivery or remarketing of the Bonds;
- (ii) the design, construction, installation, operation, use, occupancy, maintenance, management or ownership of the Project by the Borrower and any predecessors in title;
- (iii) the enforcement of (a) the City of Chicago Regulatory Agreement and the Tax Regulatory Agreement or (b) the provisions of the Documents and any other document executed by the Borrower in connection with issuance of the Bonds and the making of the Loan and (c) the obligations of the Borrower imposed hereby or thereby;

(iv) any untruthful, misleading or inaccurate information supplied by the Borrower relating to the Project, the Borrower, the project manager or to the terms of financing relating to the Project;

(v) any injury to or death of any person or damage to property in or upon the Project or growing out of or connected with the operation, use, non-use, maintenance, construction, installation, condition or occupancy of the Project or any part thereof and by any predecessors in title, including any and all acts or operations relating to any construction or repair performed by the Borrower and by any predecessors in title in connection with the Project, other than that caused by any gross negligence or willful act of the Issuer or anyone acting on its behalf;

(vi) any violation, breach or alleged breach of any agreement, covenant, representation, warranty or condition of this Agreement (except in the case of a breach alleged by the Issuer or the Trustee and such alleged breach is not found by a court of competent jurisdiction), except by the Issuer or the Trustee;

(vii) any Determination of Taxability with respect to the Bonds, including the fees and expenses of the Issuer and its counsel in responding to any inquiry or audit by the Internal Revenue Service or resulting litigation or settlement in connection therewith;

(viii) the deposit, storage, disposal, burial, dumping, injecting, spilling, leaking, or other placement or release in, on or from the Project of Hazardous Materials or the violation or alleged violation of any Hazardous Materials Law in connection with the Project or on the land on which the Project is located; and

(ix) any and all other losses, costs, damages, expenses and liabilities of whatsoever nature or kind (including, but not limited to, any documentary stamp or transfer taxes due and payable in connection with the Loan, if any, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement by or with the approval of the Borrower and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of, or related to the issuance, offering, sale or delivery of the Bonds; and

(x) any and all losses, claims, damages, liabilities or expenses whatsoever caused by any untrue or misleading statement, or alleged untrue or misleading statement, of a material fact contained in any offering or disclosure document or other offering materials relating to the sale or remarketing of the Bonds (collectively, "Disclosure Statement") or the omission or alleged omission of any material fact of any Disclosure Statement, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, the Borrower shall have no indemnification obligation with respect to any statement or omission for which the indemnified party is responsible.

(xi) the performance by the Trustee of its duties under the Indenture and any Document.

(b) Notwithstanding the foregoing, the Trustee shall not be indemnified hereunder for any claims or damages arising from its own grossly negligent acts or omissions or from any willful misconduct by the Trustee with respect to the provisions of the Indenture.

(c) After receipt by the Indemnified Persons of notice (notice to the Indemnified Persons being service with respect to the filing of any legal action, receipt of any claim in writing or similar form of actual notice) of any claim as to which they assert a right to indemnification, the Indemnified Persons will notify the Borrower of such claim. The Indemnified Persons will provide notice to the Borrower promptly, but in no event later than fifteen (15) Business Days following their receipt of a filing relating to a legal action or thirty (30) days following their receipt of any other claim.

(d) The provisions of this Section shall be, insofar as they relate solely to the Issuer, in addition to and not limited by the provisions of Section 8.05 hereof.

(e) The indemnifications set forth herein shall survive the termination of this Agreement and/or the resignation or removal of the Trustee.

ARTICLE VII DEFAULTS AND REMEDIES

Section 7.01 *Defaults Defined.* The following shall be “Defaults” under this Agreement and the term “Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

(a) Failure by the Borrower to pay any amount required to be paid under Section 4.01 or 4.02 hereof when due.

(b) Failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed herein other than as referred to in subsection (a) of this Section or failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed in any other Borrower Document, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, will have been given to the Borrower, the Mortgage Lenders and the Investor Member by the Issuer or the Trustee; *provided*, with respect to any such failure covered by this subsection (b), no Event of Default will be deemed to have occurred so long as a course of action adequate to remedy such failure will have been commenced within such 60-day period and will thereafter be diligently prosecuted to completion and the failure will be remedied thereby within 180 days from the provision of such notice.

(c) The dissolution or liquidation of the Borrower, or the voluntary initiation by the Borrower of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Borrower of any such proceeding which shall remain undismissed for ninety (90) days, or failure by the Borrower to promptly have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Borrower to carry on its operations at the Project, or assignment by the Borrower for the benefit of creditors, or the entry by the Borrower into an agreement of composition with its creditors or the failure generally by the Borrower to pay its debts as they become due.

(d) Any representation or warranty made by the Borrower herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the purchase of the Bonds shall at any time prove to have been false or misleading in any adverse material respect when made or given.

(e) The occurrence of an “Event of Default” under the Indenture (other than under Section 9.01(d) of the Indenture) or any “event of default” beyond any applicable notice or cure period under the CITY OF CHICAGO Regulatory Agreement and the Tax Regulatory Agreement.

The provisions of subsection (b) of this Section are subject to the following limitation: if by reason of *force majeure* it is impossible for the Borrower in whole or in part, despite its commercially reasonable efforts, to carry out any of its agreements contained herein (other than its obligations contained in Article IV hereof), the Borrower shall not be deemed in Default under Section 7.01(b) hereof during the continuance of such inability. Such *force majeure* event does not affect any obligations of the Borrower other than the timing of performance of such obligations. The term “*force majeure*” as used herein shall mean, without limitation, the following: acts of God; strikes or other industrial disturbances; acts of public enemies; epidemics; pandemics; orders or restraints of any kind of the government of the United States of America or of the State or of any of their departments, agencies or officials, or of any civil or military authority; insurrections; riots; terrorism; landslides; earthquakes; fires; storms; droughts; floods; explosions; and events not reasonably within the control of the Borrower. The Borrower agrees, however, to use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Borrower from carrying out its agreement. The settlement of strikes and other industrial disturbances shall be entirely within the discretion of the Borrower and the Borrower shall not be required to settle strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Borrower unfavorable to the Borrower.

[For avoidance of doubt, a default or event of default of the 9% Borrower arising under or in connection with its plan of finance for Unit 1 of the Humboldt Elementary Condominiums shall not be a Default or Event of Default of this Loan Agreement or any of the other Borrower Documents or the Issuer Documents. To the extent that the Issuer is a funder in the 9% Borrower’s plan of finance for Unit 1 of the Humboldt Elementary Condominiums, the Issuer acknowledges and agrees that a Default or Event of Default under this Loan Agreement, any of the other Borrower Documents or the Issuer Documents shall not be considered a default or event of default of any financing provided by the Issuer to the 9% Borrower.]

Section 7.02 Remedies on Default. Whenever any Default referred to in Section 7.01 hereof shall have happened and be continuing beyond the expiration of any applicable cure period, the Trustee, or the Issuer (in the event the Trustee fails to act), may take one or any combination of the following remedial steps:

(a) If the Trustee has declared the Bonds immediately due and payable pursuant to Section 9.01 of the Indenture, by written notice to the Borrower, declare all Loan Payments and all other amounts due hereunder and under the Note to be immediately due and payable, whereupon the same shall become immediately due and payable; and

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement, the Note, the CITY OF CHICAGO Regulatory Agreement and the Tax Regulatory Agreement or any other Document in the event of default thereunder.

Any amounts collected pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture.

Section 7.03 *No Remedy Exclusive.* Subject to Section 9.01 of the Indenture, no remedy herein conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, the CITY OF CHICAGO Regulatory Agreement and the Tax Regulatory Agreement or the Note, or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required by law or for which express provision is made in this Article. Such rights and remedies as are given the Issuer hereunder shall also extend to the Trustee, and the Trustee and the Holders of the Bonds, subject to the provisions of the Indenture, including, but not limited to the Reserved Rights of the Issuer, shall be entitled to the benefit of all covenants and agreements herein contained.

Section 7.04 *Agreement to Pay Attorneys' Fees and Expenses.* In the event the Borrower should cause an Event of Default to occur under any of the provisions of this Agreement or under the Note, and the Issuer and/or the Trustee should employ attorneys or incur other expenses for the collection of payments required hereunder or under the Note, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained herein or in the Note, the Borrower agrees that it will on demand therefor pay to the Issuer and the Trustee, as the case may be, the fees and expenses of such attorneys and such other expenses so incurred by the Issuer and/or the Trustee. This Section 7.04 will continue in full force and effect notwithstanding the full payment of the obligations under the Agreement or the termination of this Agreement for any reason.

Section 7.05 *No Additional Waiver Implied by One Waiver.* In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.06 *Right to Cure.* Notwithstanding anything herein to the contrary, if the Borrower shall, for whatever reason, at any time fail to pay any amount or perform any act which it is obligated to pay or perform and, as a result a Default or Event of Default occurs or may occur, the Investor Member and Mortgage Lenders shall have the right, but not the obligation, to elect to cure such Default to the extent the Borrower is provided a cure right for the same, and is otherwise subject to the same terms and conditions and within the same period provided to the Borrower.

ARTICLE VIII MISCELLANEOUS

Section 8.01 *Term of Agreement.* Subject to Sections 2.12(b) and 11.07 of the Indenture, this Agreement shall remain in full force and effect from the date hereof until such time as all of the Bonds and all amounts payable hereunder and under the Indenture shall have been fully paid or provision made for such payments, whichever is later, *provided* that all representations and certificates of the Borrower as to matters affecting the tax-exempt status of the Bonds, and the provisions of Sections 3.10, 4.02, 6.02 and 7.04 hereof shall survive termination of this Agreement.

Section 8.02 *Notices.* All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed each party's Notice Address. A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer or the Borrower shall also be given to the Trustee. The Issuer, the Borrower, the Investor Member and the Trustee may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

With regard to copies of all notices which are sent to the Borrower under the terms of the this Agreement or the Indenture, the Issuer and the Trustee shall send a courtesy copy to the Investor Member and Mortgage Lenders at its respective Notice Address set forth in the Indenture, *provided, however*, that any failure to give a duplicate copy of any such communication shall not invalidate any Notice given hereunder.

Section 8.03 *Extent of Covenants of the Issuer; No Personal Liability.* All covenants, obligations and agreements of the Issuer contained in this Agreement and the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the Issuer or the Board in other than his official capacity, and neither the members of the Board nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Issuer contained in this Agreement or in the Indenture.

Section 8.04 *Limited Liability of the Issuer.* All obligations of the Issuer incurred under the Indenture or in connection with the issuance of the Bonds shall be limited obligations of the Issuer, payable solely and only from Bond proceeds, revenues and other amounts derived by the Issuer from the Trust Estate. The Bonds shall be payable solely from the revenues and other funds and property pledged under the Indenture for the payment of the Bonds, and no Owner or Owners of any of the Bonds shall ever have the right to compel any exercise of the taxing power of the State or any political subdivision or other public body thereof, nor to enforce the payment thereof against any property of the State or any such political subdivision or other public body, including the Issuer except as provided in the Indenture.

No elected official, commissioner, officer, agent, director, employee or attorney of the Issuer, including any person executing this Agreement, shall be liable personally hereunder for any reason relating to the issuance of the Bonds. No recourse shall be had for the payment of the principal of or the interest on the Bonds, or for any claim based therein, or otherwise in respect

thereof, or based on or in respect of this Agreement or any amendment hereto, against any member, commissioner, officer, employee, director, agent or attorney, as such, of the Issuer or any successor whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue of the Bonds, expressly waived and released.

It is expressly understood and agreed by the parties to this Agreement that:

(a) The Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Borrower, the Trustee or any Bondholder as to the existence of a fact or state of affairs required hereunder to be noticed by the Issuer.

(b) The Issuer shall not be under any obligation to perform any record keeping or to provide any legal service, it being understood that such services shall be performed or caused to be performed by the Trustee or the Borrower.

(c) None of the provisions of this Agreement shall require the Issuer to expend or risk its own funds (apart from the proceeds of Bonds issued under the Indenture) or otherwise endure financial liability in the performance of any of its duties or in the exercise of any of its rights under this Agreement, unless it shall first have been adequately indemnified to its satisfaction against the costs, expenses and liabilities which may be incurred thereby.

Section 8.05 *Limited Liability of Borrower.* Anything in this Agreement to the contrary notwithstanding, the monetary obligations of the Borrower contained in this Agreement (except for fees, payments and indemnification under Sections 3.10, 4.02, 6.02 and 7.04 hereof) shall be limited obligations payable solely from the income and assets of the Project and neither the Borrower nor any partner, member, director, official or officer of the Borrower shall have any personal liability for the satisfaction of any obligation of the Borrower or claim against the Borrower, arising out of this Agreement.

Section 8.06 *Binding Effect.* This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Borrower, the Trustee, the Holders of Bonds and their respective successors and assigns.

Section 8.07 *Severability.* In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.08 *Amounts Remaining in Funds.* Subject to the provisions of Section 4.06 and 4.11 of the Indenture, it is agreed by the parties hereto that any amounts remaining in any account of the Bond Fund, the Project Fund, the Collateral Fund or any other fund (other than the Rebate Fund) created under the Indenture upon expiration or earlier termination of this Agreement, as provided in this Agreement, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and the fees and expenses of the Trustee and the Issuer in accordance with the Indenture, shall belong to and be paid to the Borrower by the Trustee so long as those remaining amounts do not constitute Bond Proceeds. Notwithstanding the foregoing, if the Bonds are subject to mandatory redemption or acceleration

prior to the Maturity Date, then to the extent any moneys remain in the Project Fund, the Bond Fund or the Collateral Fund after there are no Bonds Outstanding and payment in full, or provision for payment, of the final Rebate Amount and any remaining fees or expenses or other amounts owed to the Issuer or Trustee, such moneys will be paid directly to the Construction Lender and applied first to the payment of the outstanding balance of the Construction Loan to the extent such funds are not proceeds of the Bonds or otherwise restricted funds.

Section 8.09 *Amendments, Changes and Modifications.* Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, and in accordance with the provisions of the Indenture, particularly Article XI of the Indenture.

Section 8.10 *Execution in Counterparts.* This Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument, and the words “executed,” “signed,” “signature,” and words of like import as used above and elsewhere in the Agreement or in any other certificate, agreement, bond, note or document related to this transaction shall include, in addition to manually executed signatures, images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, any electronic sound, symbol or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) with respect to this Agreement shall be of the same legal effect, validity, enforceability and admissibility as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. The parties hereto also agree that this Agreement may be signed with a signature stamp. The parties hereto agree that any signatures made with a signature stamp appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. If this Agreement is originally executed via electronic signature, the Issuer may nevertheless subsequently request the parties’ exchange of original manual signatures at any future date.

Section 8.11 *Applicable Law.*

This Agreement shall be governed by and construed in accordance with the laws of the State without giving effect to conflict of laws principles.

Section 8.12 *Captions.* The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

Section 8.13 *Mortgage Loan Documents Independent.* Failure of the Issuer or the Borrower to comply with any of the covenants set forth in this Agreement, the Indenture or the other

Borrower Documents will not serve as a basis for default on the Mortgage Loans or any of the Mortgage Loan Documents.

To the extent not otherwise set forth above in this Section, the provisions of Section 12.09 of the Indenture are incorporated herein by reference to the same extent as if set forth herein in full.

Section 8.14 *Subordination.*

This Agreement is subject and subordinate to the RAD Regulatory Agreement, Regulatory and Operating Agreement, and the Declaration.

Section 8.15 *Restore-Rebuild.*

The parties acknowledge that the Project is in HUD's Restore-Rebuild Program and expect to receive the RAD Conversion Conditional Approval from HUD ("RCCA") to convert the public housing units within the Project to RAD assisted units subject to certain conditions. In connection with the Restore-Rebuild Conversion process, the Issuer, the Trustee or any successor to the Issuer or the Trustee will be required to subordinate this Agreement and the other documents relating to the Loan and the Project to which each is a party to the Rental Assistance Demonstration Use Agreement. Accordingly, the parties and their respective successors and assigns agree to work in good faith to amend the financing documents, (including without limitation, the Lease Agreement, grant and loan documents, regulatory agreements, and the Borrower's organizational documents) as necessary to reflect conversion of the public housing units to RAD assisted units and to enter into such other subordination and other agreements as are customarily required by HUD and CHA. For the avoidance of doubt, the public housing units within the Project are and will continue to be assisted under the Mixed Finance Amendment and will not convert to RAD assistance unless the conditions under the RCCA are completed and approved by HUD and CHA.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Loan Agreement to be executed and delivered by duly authorized officers thereof as of the day and year first written above.

CITY OF CHICAGO, ILLINOIS, as Issuer

By: _____
Chief Financial Officer

[Seal]

Attest:

Andrea M. Valencia
City Clerk

[ISSUER SIGNATURE PAGE TO HUMBOLDT VILLAGE LOAN AGREEMENT]

TCB HUMBOLDT 4 LLC,
an Illinois limited liability company

By: TCB Humboldt 4 MM LLC,
its managing member,

By: _____
Name: William Woodley
Title: Authorized Agent

[BORROWER SIGNATURE PAGE TO HUMBOLDT VILLAGE LOAN AGREEMENT]

EXHIBIT A

PROJECT DESCRIPTIONS

Multifamily rental housing Project consisting of Unit 2 of the Humboldt Village Condominiums. The Humboldt Village Condominiums was created pursuant to a Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Humboldt Village Condominiums (the “**Condo Declaration**”) recorded by the Borrower and TCB Humboldt 9 LLC, an Illinois limited liability company (the “**9% Borrower**”). The Condo Declaration creates three units within the 4-story mixed-use building to be constructed and located at Humboldt Village in Chicago, Illinois: (i) unit 1, which will consist of approximately 28 residential units for affordable rental to low-income persons and families with incomes between thirty percent (30%) and eighty percent (80%) of the average median income (“**AMI**”) (“**Unit 1**”); (ii) unit 2, which will consist of approximately 75 residential units for affordable rental to low-income persons and families with incomes between thirty percent (30%) and eighty percent (80%) of the average median income (“**Unit 2**”); and (iii) unit 3, which is an approximately 3,244 square foot space that will be operated as either white box office and programming space for a community organization (currently anticipated to be the Puerto Rican Chamber of Commerce (“**PRCC**”) or commercial retail and will be located on the building’s first floor (“**Unit 3**”). As provided in the Condo Declaration, the Borrower will own and operate Unit 2 (the “**4% Project**”), as well as Unit 3 (which is not part of the 4% Project), and the 9% Borrower will separately own and finance Unit 2 (the “**9% Project**”), and neither the Project nor the 9% Project will be cross-collateralized or cross-defaulted, but collectively, the Project and 9% Project form the Humboldt Village project. The Project may include such ancillary uses as parking, community space, and other functionally related and subordinate uses.

APPENDIX B

FORM OF PROMISSORY NOTE

PROMISSORY NOTE

This Note has not been registered under the Securities Act of 1933. Its transferability is restricted by the Trust Indenture and the Loan Agreement referred to herein.

\$(PAR AMOUNT) _____, 2026

TCB Humboldt 4 LLC, an Illinois limited liability company (the “**Borrower**”), for value received, promises to pay in installments to the City of Chicago, Illinois (the “**Issuer**”), the principal amount of

____ MILLION ____ HUNDRED AND ____ THOUSAND AND 00/100 DOLLARS
\$(PAR AMOUNT)]

and to pay interest on the unpaid balance of such principal sum from and after the date hereof at the rate or rates set forth in the Bonds (as defined below), until the payment of such principal sum has been made or provided for, and to pay the other amounts owing from time to time hereunder, all as set forth below. The principal amount stated above shall be paid on or before September 1, 2031. Interest shall be calculated on the basis of a 360-day year of 12 equal months. Interest on this Note shall be paid in Federal Reserve funds on each Interest Payment Date set forth in the Bonds.

This Note has been executed and delivered by the Borrower to Zions Bancorporation, National Association, as Trustee (the “**Trustee**”) under the Indenture hereinafter referred to pursuant to a certain Loan Agreement (the “**Loan Agreement**”) dated as of _____ 1, 2026, between the Issuer and the Borrower. Terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement and the Indenture, as defined below.

Under the Loan Agreement, the Issuer has loaned the Borrower the principal proceeds received from the sale of the Issuer’s \$(PAR AMOUNT) Multifamily Housing Revenue Bonds, Series 2026 (Humboldt Village) (the “**Bonds**”) to assist in the financing of the Project, and the Borrower has agreed to repay such loan by making payments (“**Loan Payments**”) at the times and in the amounts set forth in this Note for application to the payment of the Bond Debt Service Charges on the Bonds as and when due. The Bonds have been issued, concurrently with the execution and delivery of this Note, pursuant to, and are secured by, the Trust Indenture (the “**Indenture**”), dated as of _____ 1, 2026, between the Issuer and the Trustee.

To provide funds to pay the principal of and interest on the Bonds as and when due as specified herein, the Borrower hereby agrees to and shall make Loan Payments in Federal Reserve funds on each Interest Payment Date in an amount equal to the Bond Debt Service Charges on the Bonds payable on such Bond Payment Date. In addition, to provide funds to pay the Bond Debt Service Charges on the Bonds as and when due at any other time, the Borrower hereby agrees to and shall make Loan Payments in Federal Reserve funds on any other date on which any Bond Debt Service Charges on the Bonds shall be due and payable, whether at maturity, mandatory

redemption, mandatory tender, upon acceleration or otherwise, in an amount equal to those Bond Debt Service Charges.

If payment or provision for payment in accordance with the Indenture is made in respect of the Bond Debt Service Charges on the Bonds from money other than Loan Payments, this Note shall be deemed paid to the extent such payments or provision for payment of Bonds has been made. Consistent with the provisions of the immediately preceding sentence, the Borrower shall have credited against its obligation to make Loan Payments any amounts transferred from the Project Fund or the Collateral Fund to the Bond Fund. Subject to the foregoing, all Loan Payments shall be in the full amount required hereunder.

All Loan Payments shall be made to the Trustee at its Designated Office for the account of the Issuer and deposited in the Bond Fund created by the Indenture. Except as otherwise provided in the Indenture, the Loan Payments shall be used by the Trustee to pay the Bond Debt Service Charges on the Bonds as and when due.

In addition to the principal and interest payments required under the Loan Agreement, the Borrower shall also pay rebate calculations and payments under Section 3.10 of the Loan Agreement, Additional Payments under Section 4.02 of the Loan Agreement, indemnification-related payments under Section 6.02 of the Loan Agreement, other fees and expenses under Section 7.04 of the Loan Agreement, as well as any other amounts owed under the Loan Agreement, when due and in accordance with the terms and provisions and subject to the limitations set forth therein.

The obligation of the Borrower to make the payments required hereunder shall be absolute and unconditional and the Borrower shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set off, recoupment or counterclaim which the Borrower may have or assert against the Issuer, the Trustee or any other person.

This Note is subject to prepayment, in whole or in part, upon the terms and conditions set forth in the Loan Agreement. Any prepayment is subject to satisfaction of any applicable notice, deposit or other requirements set forth in the Agreement or the Indenture.

Whenever an Event of Default under Section 6.01 of the Indenture shall have occurred and, as a result thereof, the principal of and any premium on all Bonds then Outstanding, and interest accrued thereon, shall have been declared to be immediately due and payable pursuant to Section 9.01 of the Indenture, the unpaid principal amount of and any premium and accrued interest on this Note shall also be due and payable in Federal Reserve funds on the date on which the principal of and premium and interest on the Bonds shall have been declared due and payable; provided that the annulment of a declaration of acceleration with respect to the Bonds shall also constitute an annulment of any corresponding declaration with respect to this Note.

The payment obligations of this Note are non-recourse to the Borrower to the extent set forth in Section 8.05 of the Loan Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed and delivered on its behalf on the date first written above.

TCB HUMBOLDT 4 LLC,
an Illinois limited liability company

By: TCB Humboldt 4 MM LLC,
its managing member

By: _____
Name: William Woodley
Title: Authorized Agent

ENDORSEMENT

Pay to the order of Zions Bancorporation, National Association, National Association, without recourse, as Trustee under the Indenture referred to in the within mentioned Note, as security for the Bonds issued under the Indenture. This endorsement is given without any warranty as to the authority or genuineness of the signature of the maker of the Note.

CITY OF CHICAGO, LLINOIS,
as Issuer

By: _____
Chief Financial Officer

EXHIBIT C

\$[PAR AMOUNT]
City of Chicago, Illinois
Multifamily Housing Revenue Bonds, Series 2026
(Humboldt Village)

COMPLETION CERTIFICATE

Pursuant to Section 3.07 of the Loan Agreement (the “**Loan Agreement**”) between the City of Chicago, Illinois (the “**Issuer**”) and TCB Humboldt 4 LLC, an Illinois limited liability company (the “**Borrower**”) dated as of _____ 1, 2026, and relating to the captioned Bonds, the undersigned Borrower Representative hereby certifies that (with capitalized words and terms used and not defined in this Certificate having the meanings assigned or referenced in the Loan Agreement):

(a) The construction, rehabilitation and equipping of the Project was substantially completed and available and suitable for use as multifamily housing on [_____].

(b) The construction, equipping and improvement of the Project and those other facilities have been accomplished in such a manner as to conform in all material respects with all applicable zoning, planning, building, environmental and other similar governmental regulations.

(c) The Costs of the Project financed with the Loan were \$[_____].

(d) The applicable Government having jurisdiction over the Project has issued all required Certificates of Occupancy with respect to the building in the Project.

(e) At least 95% of the proceeds of the Bonds were expended for Qualified Project Costs as described in the City of Chicago Regulatory Agreement and the Tax Regulatory Agreement.

(f) This Certificate is given without prejudice to any rights against third parties that now exist or subsequently may come into being.

IN WITNESS WHEREOF, the Borrower Representative has set his or her hand
as of the _____ day of _____.

TCB HUMBOLDT 4 LLC,
an Illinois limited liability company

By: TCB Humboldt 4 MM LLC,
its managing member

By: _____
Name: William Woodley
Title: Authorized Agent

EXHIBIT D
SOURCES AND USES

See Tax Certificate

AFSDOCS:306120618.6