

Ordinance Exhibit A

Project and Financing

Financing Plan Construction Financing

1. The Note, as described in this Ordinance

Amount: Not to exceed \$10,000,000, as set forth in Section 3 of this Ordinance.

Term: Not to exceed 5.0 years.

Interest: Not to exceed the lesser of 12% or the maximum rate of interest allowable under state law, except in the case of an event of default, in which case the rate of interest shall not exceed the maximum rate of interest allowable by law.

Security: The Borrower Note, and accordingly the Note, will be secured, in part, by a construction mortgage from the Borrower in favor of the City (which will be assigned to the Bank) (the “**Note Mortgage**”) and certain capital contributions to be made to the Borrower by the Investor Partner, and pledges and/or assignments of certain funds, personal property and contractual rights of the Borrower and its affiliates (including certain Multi-Family Program Funds and/or CRP Funds). The Note Mortgage will grant the holder of the Borrower Note secured thereby a mortgage on the Project that is senior in position.

2. The City Loan

Source: Multi-Family Program Funds and/or Chicago Recovery Plan funds loaned by the City.

Amount: Approximately \$4,766,904, or such other amount as may be acceptable to the Authorized DOH Officer.

Term: Not to exceed 32 years, or another term acceptable to the Authorized DOH Officer.

Interest: 0.0% per annum, or another rate acceptable to the Authorized DOH Officer.

Security: Non-recourse mortgage on the Project junior to the lien of the Note Mortgage, or two junior mortgages pari passu, and/or such other security acceptable to the Authorized DOH Officer (the “**City Mortgage**”). The City Mortgage will be junior to the Note Mortgage.

3. City PSH Grant

Amount: Approximately \$1,350,000 or such other amount as may be acceptable to the Authorized DOH Officer.

Source: City of Chicago from CRP Funds granted to LUCHA. This is a grant and is not secured. LUCHA will loan the amount of the grant to the Borrower. The loan from LUCHA will be secured by a non-recourse mortgage on the Project junior to the liens of the Note Mortgage

and the City Mortgage and/or such other security acceptable to the Authorized DOH Officer (the “**LUCHA Mortgage**”).

Alternate

Structures: With respect to the grants referenced in this Exhibit, if so determined by the Authorized DOH Officer, any portion of Multi-Family Program Funds and/or CRP Funds and/or other funds to the extent permitted may be granted by the City or other applicable grantor/lender to (i) LUCHA for the purpose of making a capital contribution of CRP Funds to the Borrower or (ii) LUCHA for the purpose of making a loan of such funds to the Borrower. Repayment of such affiliate loan may or may not be secured by a mortgage on the Project, and/or such other security acceptable to the Authorized DOH Officer.

4. City CRP Decarb Grant

Amount: Approximately \$1,288,919 or such other amount as may be acceptable to the Authorized DOH Officer.

Source: City of Chicago from CRP Funds granted to LUCHA. This is a grant and is not secured. LUCHA will loan the amount of the grant to the Borrower. The loan from LUCHA will be secured by the LUCHA Mortgage.

Alternate

Structures: With respect to the grants referenced in this Exhibit, if so determined by the Authorized DOH Officer, any portion of Multi-Family Program Funds and/or CRP Funds and/or other funds to the extent permitted may be granted by the City or other applicable grantor/lender to (i) LUCHA for the purpose of making a capital contribution of CRP Funds to the Borrower or (ii) LUCHA for the purpose of making a loan of such funds to the Borrower. Repayment of such affiliate loan may or may not be secured by a mortgage on the Project, and/or such other security acceptable to the Authorized DOH Officer.

5. Low-Income Housing Tax Credit (“LIHTC”) Proceeds

Amount: Approximately \$7,663,189, or such other amount as may be acceptable to the Authorized DOH Officer, all or a portion of which will be used to pay costs of the Project, any portion of which may be paid in on a delayed basis, and all or a portion of which will be applied to the payment of a portion of the Borrower Note, and accordingly a portion of the Note, upon the completion of construction of the Project or upon compliance with such other benchmarks as shall be set forth in the partnership agreement of the Borrower.

Source: To be derived from the syndication of the LIHTCs generated by the Project and contributed by the Investor Partner.

6. Illinois Affordable Housing Tax Credit (“IAHTC”) Proceeds and IAHTC Loan

Amount: Approximately \$141,900, or such amount as may be acceptable to the Authorized DOH Officer, all or a portion of which will be applied to costs of construction of the Project.

Source: LUCHA or LUCHA SPE, derived from the syndication of the IAHTCs generated by the donation or bargain sale of land for the Project from the HPUMC Corporation to LUCHA SPE. The IAHTC Loan is to be secured by the LUCHA mortgage or a separate junior mortgage for the benefit of LUCHA or LUCHA SPE, as applicable.

7. Community Project Funding Grant

Amount: Approximately \$2,000,000 or such amount as may be acceptable to the Authorized DOH Officer.

Source: United States Department of Housing and Urban Development. This is a grant that will be made to LUCHA, which will loan the proceeds to the Borrower.

8. Federal Home Loan Bank AHP Grant

Amount: Approximately \$550,000 or such amount as may be acceptable to the Authorized DOH Officer.

Source: Federal Home Loan Bank through a member bank. This is a grant to LUCHA or an affiliate of LUCHA that will then loan the grant proceeds to the Borrower.

9. General Partner Capital Contribution

Amount: Up to approximately \$10,000 or such amount as may be acceptable to the Authorized DOH Officer.

Source: \$10,000 donation from IAHTC purchaser to LUCHA or its affiliate for the Project or such other source acceptable to the Authorized DOH Officer. LUCHA or its affiliate, in turn, will (i) cause the General Partner to make a capital contribution of such funds to the Borrower or (ii) loan \$10,000 of such funds to the Borrower. This amount may be added to the amount of the IAHTC Loan, or such other affiliate loan as may be acceptable to the Authorized DOH Officer.

10. Seller Loan

Amount: Up to approximately \$2,272,500 or such amount as may be acceptable to the Authorized DOH Officer.

Source: LUCHA SPE.

Permanent Financing
(the following replaces the Construction Financing and is not in addition to it)

1. The City Loan and Grants

- Source: Multi-Family Program Funds and/or Chicago Recovery Plan funds loaned and/or granted by the City.
- Amount: Approximately \$7,405,823, or such other amount as may be acceptable to the Authorized DOH Officer.
- Term: Not to exceed 32 years, or another term acceptable to the Authorized DOH Officer.
- Interest: 0.0% per annum, or another rate acceptable to the Authorized DOH Officer.
- Security: Non-recourse mortgage on the Project junior to the lien of the Note Mortgage, or two junior mortgages pari passu, and/or such other security acceptable to the Authorized DOH Officer (the “**City Mortgage**”).

Alternate

- Structures: With respect to grants referred to in this Exhibit, if so determined by the Authorized DOH Officer, any portion of Multi-Family Program Funds and/or CRP Funds and/or other funds to the extent permitted may be granted by the City or other applicable grantor/lender to (i) LUCHA for the purpose of making a capital contribution of CRP Funds to the Borrower or (ii) LUCHA for the purpose of making a loan of such funds to the Borrower. Repayment of such affiliate loan may or may not be secured by a mortgage on the Project junior to the Note Mortgage, and/or such other security acceptable to the Authorized DOH Officer.

2. Low-Income Housing Tax Credit (“LIHTC”) Proceeds

- Amount: Approximately \$7,633,189, or such amount as may be acceptable to the Authorized DOH Officer, all or a portion of which may be paid on a delayed basis, and all or a portion of which will be applied to the payment of a portion of the Borrower Note, and accordingly a portion of the Note, upon the completion of construction of the Project or upon compliance with such other benchmarks as shall be set forth in the partnership agreement of the Borrower.
- Source: To be derived from the syndication of the LIHTCs generated by the Project and contributed by the Investor Partner.

3. Illinois Affordable Housing Tax Credit (“IAHTC”) Proceeds and IAHTC Loan

- Amount: Approximately \$141,900, or such amount as may be acceptable to the Authorized DOH Officer all or a portion of which will be applied to costs of construction of the Project.
- Source: LUCHA, derived from the syndication of the IAHTCs generated by the donation or bargain sale of land for the Project to LUCHA. The IAHTC Loan is to be secured by a mortgage junior to the Note Mortgage and to the City Mortgage.

4. Community Project Funding Grant

Amount: Approximately \$2,000,000 or such amount as may be acceptable to the Authorized DOH Officer.

Source: United States Department of Housing and Urban Development. This is a grant to LUCHA that will be loaned to the Borrower.

5. Federal Home Loan Bank AHP Grant

Amount: Approximately \$550,000 or such amount as may be acceptable to the Authorized DOH Officer.

Source: Federal Home Loan Bank through a member bank. This is a grant to LUCHA or an affiliate of LUCHA that will then loan the grant proceeds to the Borrower.

6. The ComEd Energy Grant and LUCHA Loan

Amount: Approximately \$77,167, or such amount as may be acceptable to the Authorized DOH Officer.

Source: The ComEd Energy Efficiency Program or such other source acceptable to the Authorized DOH Officer.

Grantee: The ComEd Energy Grant will be made to LUCHA or its affiliate. LUCHA or its affiliate, in turn, will loan the proceeds of the ComEd Energy Grant to the Borrower, to be secured by a mortgage junior to the Note Mortgage and to the City Mortgage.

7. General Partner Capital Contribution

Amount: Up to approximately \$10,000 or such amount as may be acceptable to the Authorized DOH Officer.

Source: \$10,000 donation from IAHTC purchaser to LUCHA or its affiliate for the Project or such other source acceptable to the Authorized DOH Officer. LUCHA or its affiliate, in turn, will (i) cause the General Partner to make a capital contribution of such funds to the Borrower or (ii) loan \$10,000 of such funds to the Borrower. This amount may be added to the amount of the IAHTC Loan, or such other affiliate loan as may be acceptable to the Authorized DOH Officer.

8. Seller Loan

Amount: Up to approximately \$2,272,500 or such amount as may be acceptable to the Authorized DOH Officer.

Source: LUCHA SPE