

## SUBSTITUTE ORDINANCE

**WHEREAS**, by virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the “**Constitution**”), the City of Chicago (the “**City**”) is a home rule unit of government and as such may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, as a home rule unit and pursuant to the Constitution, the City is authorized and empowered to issue multi-family housing revenue obligations for the purpose of financing the cost of the acquisition, construction, rehabilitation, development, and equipping of an affordable multi-family housing facility for low- and moderate-income families located in the City (“**Multi-Family Housing Financing**”); and

**WHEREAS**, the Humboldt Park United Methodist Church, Inc., an Illinois not-for-profit corporation (the “**HPUMC Corporation**”), was the prior owner of the real property located at 2120-28 N. Mozart Street, Chicago, Illinois 60647, as identified on **Exhibit E** attached hereto (the “**Property**”); and

**WHEREAS**, the HPUMC Corporation sold the Property to LUCHA SPE Holdings LLC, an Illinois limited liability company (“**LUCHA SPE**”), a wholly owned subsidiary of Latin United Community Housing Association, an Illinois not-for-profit corporation (“**LUCHA**”), and LUCHA SPE will then sell the Property to HPUMC Redevelopment Limited Partnership, an Illinois limited partnership (the “**Borrower**”); and

**WHEREAS**, the Borrower, 2120 Mozart LLC, an Illinois limited liability company (the “**General Partner**”), the general partner of the Borrower, and LUCHA, the sole member of the General Partner, have proposed to purchase the Property in the manner described above, for the renovation and adaptive reuse of the existing Humboldt Park United Methodist Church, being the construction, furnishing and equipping of a low income housing project consisting of a three story apartment building that will contain 22 rental dwelling units, comprised of 8 studios, 8 1-bedroom apartments, 3 2-bedroom apartments and 3 3-bedroom apartments, with 5 apartments expected to be set aside as permanent supportive housing units (including related common areas, the “**Project**”); and

**WHEREAS**, the General Partner will have a 0.01% partnership interest in the Borrower and an entity acceptable to the Authorized DOH Officer (as defined below) (the “**Investor Partner**”), will have a 99.99% partnership interest in the Borrower; and

**WHEREAS**, by this ordinance (this “**Ordinance**”), the City Council of the City (the “**City Council**”) has determined that it is necessary and in the best interests of the City to provide Multi-Family Housing Financing and certain other funding, as provided herein, to the Borrower, to enable it to (i) pay or (ii) reimburse itself for a portion of the costs of the Project, and to pay a portion of the costs of issuance of the Multi-Family Housing Financing and other costs incurred in connection therewith; and

**WHEREAS**, by this Ordinance, the City Council has determined that it is necessary and in the best interests of the City to enter into a Funding Loan Agreement (the “**Funding Loan Agreement**”) with BMO Bank, N. A. (the “**Bank**”), pursuant to which the City will borrow an aggregate principal amount not to exceed ten million dollars (\$10,000,000) (the “**Funding Loan**”) for the purposes set forth above and, in evidence of its limited, special obligation to repay that borrowing, issue a tax-exempt revenue note, which is expected to be designated as Multi-Family Housing Revenue Note (LUCHA Humboldt Park Project), Series 2025 (the “**Note**”), under the terms and conditions of this Ordinance and the Funding Loan Agreement, and the City will thereafter loan the proceeds of the Funding Loan to the Borrower (the “**Borrower Loan**”) pursuant to a borrower loan agreement (the “**Borrower Loan Agreement**”) between

the City and the Borrower, as evidenced by a certain Borrower promissory note (the “**Borrower Note**”), in order to finance a portion of the cost of the Project in return for loan payments sufficient to pay, when due, the principal of, prepayment premium, if any, and interest on the Note; and

**WHEREAS**, the principal of, prepayment premium, if any, and interest payable on the Note will be secured solely by, among other things, (i) a construction mortgage on the Property, (ii) certain capital contributions to be made to the Borrower by the Investor Partner, (iii) federal low-income housing tax credits, (iv) Illinois donation tax credits, and (v) 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 CRP Funds, as defined below, and a Community Project Funding Grant from the United States Department of Housing and Urban Development); and

**WHEREAS**, the Funding Loan and the Note and the obligation to pay interest thereon do not now and shall never constitute an indebtedness of or an obligation of the City, the State of Illinois or any political subdivision thereof, within the purview of any Constitutional limitation or statutory provision, or a charge against the general credit or taxing powers of any of them. No party to the Funding Loan Agreement or holder of the Note shall have the right to compel the taxing power of the City, the State of Illinois or any political subdivision thereof to pay any principal installment of, prepayment premium, if any, or interest on the Note or obligations under the Funding Loan Agreement; and

**WHEREAS**, in connection with the execution and delivery of the Funding Loan Agreement and the issuance of the Note, the City Council has determined by this Ordinance that it is necessary and in the best interests of the City to enter into (i) the Funding Loan Agreement, providing for the security for and terms and conditions of the Funding Loan, and the Note to be issued thereunder, (ii) the Borrower Loan Agreement, providing for the loan of the proceeds of the Funding Loan to the Borrower and the use of such proceeds and the Borrower Note to be issued thereunder, (iii) a Tax Regulatory Agreement and/or tax certificate relating to the Note (collectively, the “**Tax Agreements**”) between the City and the Borrower, and (iv) a Land Use Restriction Agreement between the City and the Borrower (the “**Land Use Restriction Agreement**”); and

**WHEREAS**, the Borrower now desires to obtain financing from various sources including the Borrower Loan, the City Loan defined and described below and equity from the syndication of low-income housing tax credits (“**LIHTCs**”) and Illinois Affordable Housing Tax Credits (“**IAHTCs**”), and various sources of additional funding, all such funding as shown in **Exhibit A** attached hereto (the LIHTCs, IAHTCs and other additional funding, collectively “**Additional Financing**”); and

**WHEREAS**, the City has certain funds available from a variety of funding sources (“**Multi-Family Program Funds**”) and/or from Chicago Recovery Plan funds (“**CRP Funds**”) to make loans and grants for the development of multi-family residential housing to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, and such Multi-Family Program Funds and CRP Funds are administered by the Department of Housing (“**DOH**”) of the City; and

**WHEREAS**, the City has preliminarily reviewed and approved the making of a loan or loans to the Borrower in an amount not to exceed \$4,766,904, to be funded from its Multi-Family Program Funds and/or its CRP Funds (collectively, the “**City Loan**”) pursuant to the terms and conditions set forth in this Ordinance and **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, the City has preliminarily reviewed and approved the making of a decarbonization grant to LUCHA from CRP Funds in an amount not to exceed \$1,288,919 and a PSH grant to LUCHA from CRP Funds in an amount not to exceed \$1,350,000 (collectively, the “**City Grants**”), which grants will be loaned or capitally contributed to the Borrower; and

**WHEREAS**, on January 16, 2002, the City Council adopted an ordinance published in the Journal of Proceedings of the City Council (the “**Journal**”) for such date at pages 77362 through 77366, inclusive, as amended by an ordinance adopted by the City Council on September 4, 2003 and published in the Journal for such date at pages 6475 through 6626, inclusive, which authorized the establishment of a program (as supplemented, amended and restated from time to time, the “**Donation Tax Credit Program**”) to be implemented by DOH in connection with the use of certain tax credits authorized by the Illinois General Assembly pursuant to Public Act 92-0491 (as supplemented, amended and restated from time to time) for donations made in connection with affordable housing projects; and

**WHEREAS**, the conveyance of the Property by the HPUMC Corporation to LUCHA SPE in connection with the Project may qualify under the Donation Tax Credit Program as an eligible donation, and may generate certain additional proceeds for the Project, but the receipt of such donations and proceeds is not a condition to the making of the Borrower Loan; now, therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO, AS FOLLOWS:**

**Section 1. Incorporation of Recitals.** The recitals contained in the preambles to this Ordinance are hereby incorporated into this Ordinance by this reference. All capitalized terms used in this Ordinance, unless otherwise defined herein, shall have the meanings ascribed thereto in the Funding Loan Agreement.

**Section 2. Findings and Determinations.** The City Council hereby finds and determines that the delegations of authority that are contained in this Ordinance, including the authority to make the specific determinations described herein, are necessary and desirable. Thus, authority is granted to the Chief Financial Officer (as defined below) of the City (such officer being referred to herein as the “**Authorized Officer**”) to establish the terms of the Funding Loan Agreement and related Note and the Borrower Loan Agreement and the related Borrower Note on such terms as and to the extent the Authorized Officer determines that such terms are desirable and in the best financial interest of the City. Any such designation and determination by the Authorized Officer shall be signed in writing by the Authorized Officer and filed with the City Clerk and shall remain in full force and effect for all purposes of this Ordinance unless and until revoked, such revocation to be signed in writing by the Authorized Officer and filed with the City Clerk. As used herein, the term “Chief Financial Officer” shall mean the Chief Financial Officer of the City appointed by the Mayor or, if there is no such officer then holding such office, the City Comptroller.

**Section 3. Authorization of the Funding Loan Agreement, the Note, the Borrower Loan Agreement, the Borrower Note and Related Agreements.** Upon the approval and availability of the Additional Financing, the execution and delivery of the Funding Loan Agreement and the issuance of the Note in an aggregate principal amount of not to exceed \$10,000,000 are hereby authorized. The aggregate principal amount of the Note to be issued shall be as set forth in the Funding Loan Notification referred to Section 6 below.

The Funding Loan Agreement and the Note shall contain a provision that they are executed and delivered under authority of this Ordinance. The maximum term of the Funding Loan shall not exceed five (5.0) years from the date of execution and delivery of the Note. The Note shall bear interest at a rate or rates equal to the rate of interest on the Borrower Loan as provided in the Borrower Loan Agreement (which

shall not 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 under state law) and shall be as determined by the Authorized Officer and shall be payable on the payment dates as set forth in the Funding Loan Agreement and the Funding Loan Notification. The Note shall be dated, shall be subject to prepayment, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the Funding Loan Agreement, the form(s) of the Note therein and the Funding Loan Notification. The provisions for execution, signatures, payment and prepayment, with respect to the Funding Loan Agreement and the Note, shall be as set forth in the Funding Loan Agreement and the form of the Note therein.

Each of (i) the Mayor of the City (the “**Mayor**”), (ii) the Authorized Officer or (iii) any other officer designated in writing by the Mayor, is hereby authorized to execute by their manual or, in the case of the Note, manual or facsimile signature, and to deliver on behalf of the City, and the City Clerk and the Deputy City Clerk are hereby authorized to attest by their manual or, in the case of the Note, manual or facsimile signature, the Funding Loan Agreement and the Note, each in substantially the form attached hereto as **Exhibit B** and made a part hereof and hereby approved, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such officer’s approval of any changes or revisions from the form of the Funding Loan Agreement and Note therein attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

The Authorized Officer is hereby authorized to act as an authorized City representative of the City for the purposes provided in the Funding Loan Agreement.

The Authorized Officer is hereby authorized to execute and deliver on behalf of the City, and the City Clerk and the Deputy City Clerk are each hereby authorized to attest, the Borrower Loan Agreement in substantially the form attached hereto as **Exhibit C**, and made a part hereof and hereby approved, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer’s approval of any changes or revisions from the form of the Borrower Loan Agreement and the Borrower Note therein attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

The Authorized Officer is hereby authorized to execute and deliver the Land Use Restriction Agreement on behalf of the City, in substantially the form attached hereto as **Exhibit D** and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer’s approval of any changes or revisions from the form of the Land Use Restriction Agreement attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

The Authorized Officer is hereby authorized to execute and deliver, and the City Clerk and the Deputy City Clerk are each hereby authorized to attest, the Tax Agreements on behalf of the City, in substantially the forms of such documents used in previous tax-exempt multi-family housing financings (with appropriate revisions to reflect the terms and provisions of the Funding Loan Agreement and the Note and the applicable provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”), and the regulations promulgated thereunder), and with such other revisions in text as the Authorized Officer executing the same shall determine are necessary or desirable in connection with the exclusion from gross income for federal income tax purposes of interest on the Note. The execution of the Tax Agreements by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in the Tax Agreements.

The Authorized Officer is hereby authorized to execute and deliver on behalf of the City such security or collateral documents securing payment of the Note as the Authorized Officer regards as

appropriate, in substantially the form of the security documents used in previous issuances of tax-exempt bonds pursuant to programs similar to that pursuant to which the Note is being executed and delivered, with appropriate revisions to reflect the terms and provisions of the Note and with such other revisions as the Authorized Officer shall determine are appropriate and consistent with the other provisions of this Ordinance. The execution of security or collateral documents by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in such documents.

The City Clerk or Deputy City Clerk is hereby authorized to attest the signature of the Authorized Officer to any document referenced herein and to affix the seal of the City to any such document.

**Section 4. Security for the Funding Loan Agreement and the Note.** The obligations of the City under the Funding Loan Agreement and the Note shall be limited obligations of the City, payable solely from and/or secured by a pledge of the following security (other than certain Unassigned Rights of the City):

(a) all right, title and interest of the City in, to and under the Borrower Loan Agreement and the Borrower Note, including, without limitation, all rents, revenues and receipts derived by the City from the Borrower relating to the Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments (as such terms are defined in the Borrower Loan Agreement) derived by the City under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under the Funding Loan Agreement shall not impair or diminish the obligations of the City under the provisions of the Borrower Loan Agreement;

(b) all right, title and interest of the City in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Agreement, and all other payments, revenues and receipts derived by the City under and pursuant to, and subject to the provisions of, the Funding Loan Agreement;

(c) any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under the Funding Loan Agreement, subject to the provisions of the Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein;

(d) any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of the Funding Loan Agreement as additional security by the City or anyone on its part or with its consent, or which pursuant to any of the provisions of the Borrower Loan Agreement may come into the possession or control of the Funding Lender (as defined below) or a receiver appointed pursuant to the Funding Loan Agreement;

(e) any funds of the Borrower including certain capital contributions made to the Borrower by its Investor Partner, amounts received from low-income housing tax credit, or other funds deposited and held under an escrow agreement between the Borrower and the Funding Lender (as defined below);

(f) a mortgage on and security interest in the Property and related collateral; and

(g) the other collateral set forth in the documents evidencing and securing the Funding Loan.

In order to secure the payment of the principal of, prepayment premium, if any, and interest on the Note, such rights, proceeds and investment income are hereby pledged to the extent and for the purposes provided in the Funding Loan Agreement and are hereby appropriated for the purposes set forth in the Funding Loan Agreement. Nothing contained in this Ordinance shall limit or restrict the subordination of the pledge of such rights, proceeds and investment income as set forth in the Funding Loan Agreement to the payment of any other obligations of the City enjoying a lien or claim on such rights, proceeds and investment income as of the date of execution and delivery of the Funding Loan Agreement and the Note, all as shall be determined by the Authorized Officer at the time of the execution and delivery of the Funding Loan Agreement and the Note. The Funding Loan Agreement shall set forth such covenants with respect to the application of such rights, proceeds and investment income as shall be deemed necessary by the Authorized Officer in connection with the execution and delivery of the Funding Loan Agreement and the Note.

**Section 5. Delivery of the Funding Loan Agreement Sale and Delivery of Note.** Subject to the terms and conditions of the Funding Loan Agreement and such additional terms as are set forth in the Funding Loan Notification with the approval of an Authorized Officer, the Note shall be sold and delivered to the Bank, or such other funding lender as approved by an Authorized Officer (the “**Funding Lender**”), and the Funding Lender shall hold the Funding Loan Agreement and the Note, subject to the terms and conditions of the required transferee representations (the “**Required Transferee Representations**”) which shall be delivered to the City by the Funding Lender. Any subsequent Funding Lender approved by the Authorized Officer, to the extent required under the Funding Loan Agreement, may succeed the initial Funding Lender as the registered holder of all or a portion of the Funding Loan, but only if such subsequent Funding Lender executes and delivers to the City the Required Transferee Representations, substantially in the form of the Required Transferee Representations set forth in the Funding Loan Agreement. The aggregate costs of origination of the Funding Loan paid from the proceeds of the Funding Loan to the Funding Lender shall not exceed one-and one-half percent (1.5%) of the aggregate principal amount of the Note.

**Section 6. Funding Loan Notification.** Subsequent to the execution and delivery of the Funding Loan Agreement and the sale of the Note, the Authorized Officer shall file in the Office of the City Clerk a Funding Loan Notification for such Funding Loan Agreement and the Note directed to the City Council setting forth (i) the aggregate original principal amount of, maturity schedule, redemption provisions for and other terms of the Note sold, (ii) the extent of any tender rights to be granted to the holders of the Note, (iii) the identity of the Funding Lender, if different from the Bank, (iv) the interest rates on the Note and/or a description of the method of determining the interest rates applicable to the Note from time to time, (v) the origination fee or other compensation paid to the Funding Lender in connection with the origination of the Funding Loan and issuance of the Note, and (vi) any other matter authorized by this Ordinance to be determined by an Authorized Officer at the time of the sale of any Note. There shall be attached to such notification a copy of the executed Funding Loan Agreement, a specimen of the Note and a copy of the executed Borrower Loan Agreement.

**Section 7. Limited Obligations.** The Note, when issued and outstanding, will be a limited obligation of the City, payable by its terms as provided in the Funding Loan Agreement. The Note and the interest thereon shall never constitute a debt or general obligation or a pledge of the faith, the credit or the taxing power of the City within the meaning of any Constitutional or statutory provision of the State of Illinois. The Note shall be payable solely from the funds pledged therefor pursuant to the terms of the Funding Loan Agreement herein described.

**Section 8. Use of Proceeds.** The proceeds from the Funding Loan (as evidenced by the sale of the Note) shall be deposited and used for the Project as provided in the Funding Loan Agreement..

**Section 9. Volume Cap.** The proceeds from the Funding Loan (as evidenced by the sale of the Note) are obligations that are taken into account under Section 146 of the Code in the allocation of the City's volume cap.

**Section 10. Declaration of Official Intent.** A portion of the cost of the acquisition and construction of the Project which the City intends to finance with the proceeds of the Funding Loan has been or is expected to be paid from available monies of the Borrower prior to the date of execution and delivery of the Funding Loan. It is the intention of the City that the Borrower utilize a portion of the proceeds of the Note to reimburse such expenditures which have been or will be made for those costs, to the extent allowed by the Code and related regulations. It is necessary and in the best interests of the City to declare its official intent under Section 1.150-2 of the Treasury Regulations promulgated under the Code so to utilize the proceeds of the Funding Loan. The City declared such official intent in its ordinance passed on July 17, 2024.

**Section 11. Proxies.** Each Authorized Officer may designate another to act as their respective proxy and to affix their signature to the Note, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or an Authorized Officer pursuant to this Ordinance or the Funding Loan Agreement. In each case, each shall send to the City Council written notice of the person designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Authorized Officer, respectively. A written signature of the Mayor or the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Authorized Officer is so affixed to an instrument, certificate or document at the direction of the Authorized Officer in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Authorized Officer in person.

**Section 12. Additional Authorization.** Each Authorized Officer, the City Treasurer and the Commissioner of DOH or his or her designee (the "**Authorized DOH Officer**"), upon the approval and availability of the Additional Financing, is hereby authorized to execute and deliver and the City Clerk and the Deputy City Clerk are each hereby authorized to enter into, execute and deliver such other documents and agreements, including, without limitation, any documents necessary to evidence the receipt or assignment of any collateral for the Funding Loan Agreement and the Note, the Borrower Loan Agreement or the Borrower Note from the Borrower, and perform such other acts as may be necessary or desirable in connection with the City Agreements (as defined below) including, but not limited to, the exercise following the delivery date of the City Agreements of any power or authority delegated to such official under this Ordinance with respect to the City Agreements upon original execution and delivery, but subject to any limitations on or restrictions of such power or authority as herein set forth. Notwithstanding anything contained herein (including but not limited to Section 3 hereof and this Section 12), if any portion of the Additional Financing is not approved and available at such time as the Authorized Officer and the Authorized DOH Officer otherwise deem it in the best interest of the City to execute the City Agreements, then the Authorized Officer and the Authorized DOH Officer may so execute the City Agreements (with such changes thereto as the Authorized Officer and the Authorized DOH Officer deem necessary and advisable) and any necessary ancillary documents and may impose such conditions upon the approval and availability of such Additional Financing as they deem necessary and advisable.

**Section 13. City Loan Authorization.** Upon the approval and availability of the Additional Financing, the Authorized DOH Officer is hereby authorized, subject to approval by the Corporation

Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the City Loan. The Authorized DOH Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the City Loan that do not substantially modify the terms described in **Exhibit A** hereto. Upon the execution and receipt of proper documentation, the Authorized DOH Officer is hereby authorized to disburse the proceeds of the City Loan to the Borrower as provided thereunder.

**Section 14. City Grants Authorization.** Upon the approval and availability of the Additional Financing, the Authorized DOH Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the City Grants. The Authorized DOH Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the City Grants that do not substantially modify the terms described in **Exhibit A** hereto. Upon the execution and receipt of proper documentation, the Authorized DOH Officer is hereby authorized to disburse the proceeds of the City Grants to the Borrower.

**Section 15. Public Hearing.** The City Council hereby directs that the Note shall not be issued unless and until the requirements of Section 147(f)(1) of the Code, including particularly the approval requirement following any required public hearing, have been fully satisfied, and that no contract, agreement or commitment to issue the Note shall be executed or undertaken prior to satisfaction of the requirements of said Section 147(f) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. All such actions taken prior to the enactment of this Ordinance are hereby ratified and confirmed.

**Section 16. Authorization of Fees and Expenses.** The following fees and expenses are hereby authorized in connection with the Funding Loan Agreement and the Note: (i) a **Bond Issuer Fee** in an amount equal to 1.5 percent of the par amount of the Note, payable to the City on the date of execution and delivery of the Note, (ii) a **Bond Legal Reserve Fee** in the amount of 0.10 percent of the par amount of the Note, payable to the City on the date of execution and delivery of the Note (such fee to be used to pay for other legal and other fees incurred by the City in connection with private activity bonds issued by the City), (iii) a **Bond Administrative Fee** in an amount equal to 0.15 percent of the outstanding principal of the Note, accruing monthly but payable to the City on an annual or semi-annual basis, (iv) a **Low Income Housing Tax Credit Reservation Fee** equal to 5.0% of the first full year's tax credit allocation payable upon acceptance of the credit reservation letter or tax-exempt bond agreement issued by DOH, (v) an **IAHTC Reservation Fee** equal to 3.0% of the IAHTC amount allocated and payable to the City at the closing, and (vi) a **Monitoring Fee** in the amount of \$25 per unit, paid annually to the City, submitted with the annual owner's certification.

**Section 17. Severability.** If any provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Ordinance.

**Section 18. Inconsistent Provisions.** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 19. No Recourse.** No recourse shall be had for the payment of the principal of, prepayment premium, if any, or interest on the Note or for any claim based thereon or upon any obligation, covenant or agreement contained in this Ordinance, the Funding Loan Agreement, the Note, the Borrower Loan Agreement, the Land Use Restriction Agreement, or the Tax Agreements (collectively, the "**City Agreements**") against any past, present or future officer, member or employee of the City, or any officer, employee, director or trustee of any successor, as such, either directly or through the City, or any such

successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, officer, employee, director or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the City Agreements and the issuance of the Note.

**Section 20. No Impairment.** To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (the “**Municipal Code**”), or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized hereunder or to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the rights of the holders of the Funding Loan and the Note to receive payment of the principal of, prepayment premium, if any, or interest on the Note or to impair the security for the Funding Loan Agreement and the Note; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision under the Municipal Code.

**Section 21. Special Exceptions.** The Project shall be deemed to qualify as “Affordable Housing” for purposes of Chapter 16-18 of the Municipal Code. Sections 2-44-080 through 2-44-105 of the municipal Code shall not apply to the Project.

**Section 22. Effective Date.** This Ordinance shall be in full force and effect immediately upon its passage and approval.

Exhibits “A”, “B”, “C”, “D” and “E” referred to in this Ordinance read as follows: