



Office of the Chicago City
Clerk



F2011-328

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	7/6/2011
Sponsor(s):	City Clerk Mendoza
Type:	Communication
Title:	Notification of Sale for Multi-Family Housing Revenue Note (Park Boulevard Phase 2A Project), Series 2011A and Series 2011B
Committee(s) Assignment:	



June 30, 2011

DEPARTMENT OF FINANCE
CITY OF CHICAGO

Susana A. Mendoza
City Clerk
121 North LaSalle Street
Room 107
Chicago, Illinois 60602

RECEIVED
CITY COUNCIL DIVISION
2011 JUN 30 PM 3:37
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CITY CLERK

RE: Multi-Family Housing Revenue Note (Park Boulevard Phase 2A Project), Series 2011A (the "Series A Note") and (ii) Multi-Family Housing Revenue Note (Park Boulevard Phase 2A Project), Series 2011B (the "Series B Note" and, together with the Series A Note, collectively, the "Notes")

Dear Ms Mendoza:

Attached is the Notification of Sale which is required to be filed with your office pursuant to Section 8 of the ordinance authorizing the Multi-Family Housing Revenue Note (Park Boulevard Phase 2A Project), Series 2011A (the "Series A Note") and (ii) Multi-Family Housing Revenue Note (Park Boulevard Phase 2A Project), Series 2011B (the "Series B Note" and, together with the Series A Note, collectively, the "Notes") by the City of Chicago, which was passed by the City Council on June 8, 2011.

Please direct this filing to the City Council.

Very Truly Yours,

Lois A. Scott
Chief Financial Officer

NOTIFICATION OF SALE
OF
CITY OF CHICAGO
\$21,000,000
Multi-Family Housing Revenue Notes
(Park Boulevard 2A Project), Series 2011A and 2011B

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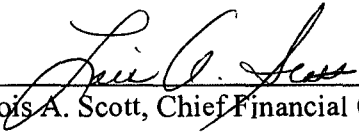
To: The City Council of the City of Chicago

Please be advised as of this 30th day of June, 2011, that responsive to authority contained in the Note Ordinance adopted by the City Council (the "*City Council*") of the City of Chicago (the "*City*") on June 8, 2011 (the "*Ordinance*"), providing for the issuance of \$21,000,000 Multi-Family Housing Revenue Notes (Park Boulevard 2A Project), Series 2011A and 2011B (the "*Notes*"), and with the concurrence of the Chairman of the Committee on Finance of the City Council, (i) a Note Issuance Agreement dated as of June 1, 2011 (the "*Note Issuance Agreement*"), providing for the sale of the Notes at an aggregate purchase price of \$21,000,000, was entered into by me, as the Chief Financial Officer, on behalf of the City with U.S. Bank National Association, as Noteholder (the "*Noteholder*"), and U.S. Bank National Association, as Fiscal Agent (the "*Fiscal Agent*"), and (ii) a Loan Agreement dated as of June 1, 2011 (the "*Loan Agreement*") was entered into by me, as Chief Financial Officer, on behalf of the City with Park Boulevard IIA, LLC (the "*Borrower*"). Capitalized terms defined in the Ordinance are used with the same meanings herein.

The Ordinance provided that the Notes may be issued in such aggregate principal amount (not to exceed \$26,000,000), mature on such dates (not later than thirty ten (10) years after the date of issuance thereof), bear interest at rates per annum at such rates (not to exceed 12%), be subject to redemption and grant tender rights to the holder of the Notes all as established in the Note Issuance Agreement. The Notes were sold to the Noteholder at a purchase price of \$21,000,000, which sale was not less than 100% of the principal amount thereof. The compensation (including all fees) being paid to the Noteholder and the Fiscal Agent in connection with the sale of the Notes is \$210,000, plus reimbursement of out-of-pocket expenses. No portion of such compensation or reimbursement of expenses is being paid from proceeds of the Notes. Such compensation does not exceed 2% of the aggregate principal amount of the Notes. The Notes mature on July 1, 2013 (subject to an optional extension to January 1, 2014 as provided in the Note Issuance Agreement) and are subject to redemption and prepayment, respectively, as set forth in Appendix A.

Attached hereto as Exhibits A and B, respectively, are executed copies of the Note Issuance Agreement and of the Loan Agreement.

Respectfully submitted as of the day and year first set forth above.

By: 
Lois A. Scott, Chief Financial Officer

[NOTIFICATION OF SALE]

ACKNOWLEDGEMENT OF FILING

The Notification of Sale of \$21,000,000 Multi-Family Housing Revenue Notes (Park Boulevard 2A Project), Series 2011A and 2011B was filed in the office of the City Clerk of the City of Chicago, this 30th day of JUNE, 2011.

By: Susana A. Mendoza
Susana A. Mendoza, City Clerk

[SEAL]

APPENDIX A

TERMS OF NOTES

Re: City of Chicago Multi-Family Housing Revenue Notes (Park Boulevard 2A Project),
Series 2011A and 2011B

The Notes are dated June 30, 2011, mature July 1, 2013 (subject to an optional extension to January 1, 2014 as provided in the Note Issuance Agreement), are in the principal amounts of \$14,857,000 (Series 2011A) and \$6,143,000 (Series 2011B), respectively, and are subject to redemption and prepayment, respectively as described in the Notes.

EXHIBIT A

NOTE ISSUANCE AGREEMENT

NOTE ISSUANCE AGREEMENT

among

CITY OF CHICAGO

U.S. BANK NATIONAL ASSOCIATION,
as Noteholder

and

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

Dated as of June 1, 2011

\$14,857,000
City of Chicago
Multi-Family Housing Revenue Note
(Park Boulevard 2A Project), Series 2011A

\$6,143,000
City of Chicago
Multi-Family Housing Revenue Note
(Park Boulevard 2A Project), Series 2011B

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NOTE ISSUANCE AGREEMENT

This NOTE ISSUANCE AGREEMENT, dated as of June 1, 2011 (this "Note Issuance Agreement"), among the CITY OF CHICAGO, a municipal corporation and home rule unit of local government under the Constitution and laws of the State of Illinois (the "Issuer"), U.S. BANK NATIONAL ASSOCIATION, a national banking association, as purchaser of the Notes hereafter described (in such capacity, the "Noteholder"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as fiscal agent for the Notes (in such capacity, the "Fiscal Agent"),

WITNESSETH:

WHEREAS, by virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the Issuer is a home rule unit of local 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 Issuer is authorized and empowered to issue multi-family housing revenue bonds for the purpose of financing the cost of acquiring, constructing, and equipping an affordable multi-family housing facility for low- and moderate-income families located in the City; and

WHEREAS, the Issuer has determined to issue, sell and deliver (i) a \$14,857,000 Multi-Family Housing Revenue Note (Park Boulevard 2A Project), Series 2011A (the "Series 2011A Note"), and (ii) a \$6,143,000 Multi-Family Housing Revenue Note (Park Boulevard 2A Project), Series 2011B (the "Series 2011B Note" and, collectively with the Series 2011A Note, the "Notes"), as provided herein, and to lend the proceeds thereof to Park Boulevard IIA, LLC, an Illinois limited liability (the "Owner"), for the purpose of financing a portion of the cost of acquiring, constructing, and equipping the Project (as hereinafter defined); and

WHEREAS, the Issuer and the Owner have entered into the Loan Agreement (as hereinafter defined) providing for the loan of the proceeds of the Notes to the Owner for the purposes described in the preceding paragraph; and

WHEREAS, the Loan Agreement provides for the issuance by the Owner of the Owner Notes (as hereinafter defined); and

WHEREAS, the Issuer will pledge and assign the Owner Notes and the Loan Agreement to the Noteholder under an Assignment (as hereinafter defined); and

WHEREAS, the Notes are secured by and payable from Revenues (as hereinafter defined) and the other security provided herein, including the Owner Collateral Documents (as hereinafter defined); and

WHEREAS, it has been determined that the Notes should be issued, sold and delivered, to provide funds in order to make loans to the Owner to pay a portion of the cost of acquiring, constructing, and equipping the Project and related expenses; and

WHEREAS, all things necessary to make the Notes, when authenticated by the Fiscal Agent and issued as provided in this Note Issuance Agreement, the legal, valid and binding limited obligation of the Issuer according to the terms thereof, and to constitute this Note Issuance Agreement a valid assignment and pledge of the amounts assigned and pledged to the payment of the principal of and interest on the Notes, and a valid assignment and pledge of the right, title and interest of the Issuer under the Loan

Agreement (except that Issuer shall retain certain rights thereunder which rights may also be enforced, to the extent applicable, by the Noteholder) and the Owner Notes, have been done and performed, and the creation, execution and delivery of this Note Issuance Agreement, and the creation, execution and issuance of the Notes, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS NOTE ISSUANCE AGREEMENT WITNESSETH:

That the Issuer in consideration of the promises and the mutual covenants contained herein, and of the purchase and acceptance of the Notes by the Noteholder, and of the sum of one dollar, in lawful money of the United States of America, to it duly paid by the Noteholder at or before the execution and delivery of these presents, and for other good and valuable consideration (the receipt, sufficiency and adequacy of which are hereby acknowledged), in order to secure the payment of the principal of and interest on the Notes according to their tenor and effect, and in order to secure the performance and observance by the Issuer of all the covenants and conditions expressed or implied herein and in the Notes, does hereby grant, bargain, sell, convey, assign and pledge, and grant a security interest in, the following described property (collectively, the "Security for the Notes"), to the Noteholder, forever, to the extent provided in this Note Issuance Agreement:

GRANTING CLAUSE FIRST

All right, title, interest and benefits of the Issuer in and to the Loan Agreement (except that Issuer shall retain the Issuer Reserved Rights) and the Owner Notes (including all extensions and renewals of the term thereof, if any), including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any of the income, revenues, issues and profits and other sums of money payable or receivable thereunder, whether payable in respect of the indebtedness thereunder or otherwise, to issue approvals, authorizations and directions, to receive notices, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things that the Issuer is or may become entitled to do under the Loan Agreement and the Owner Notes, provided that the assignment made by this clause shall not impair or diminish any obligation of the Issuer under the Loan Agreement to the extent provided therein;

GRANTING CLAUSE SECOND

All moneys and securities of the Issuer from time to time held by the Fiscal Agent or by the Noteholder under the terms of this Note Issuance Agreement, and any and all other real or personal property of every type and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder, by the Issuer or by anyone on its behalf, or with its written consent, to the Fiscal Agent or the Noteholder, each of whom is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof; and

GRANTING CLAUSE THIRD

All funds paid over to the Fiscal Agent to provide for the payment of the Notes in accordance with the Pledge Agreement, and all right, title and interest of the Issuer in and to the Owner Collateral Documents, including moneys and investments held pursuant thereto, subject to the provisions thereof permitting the use of funds held thereunder to or for the uses therein provided.

PROVIDED THAT, NOTWITHSTANDING THE FOREGOING, (a) the Series 2011A - Specific Revenues shall be used to pay and shall secure only the Series 2011A Note, and the Series 2011B - Specific Revenues shall be used to pay and shall secure only the Series 2011B Note, (b) the Pledge Agreement shall secure only the Series 2011A Note and (c) the Mortgage shall secure only the Series 2011B Note.

TO HAVE AND TO HOLD all and singular the Security for the Notes, whether now owned or hereafter acquired, unto the Noteholder and its successors and assigns forever.

THIS NOTE ISSUANCE AGREEMENT FURTHER WITNESSETH, and it is expressly declared, that the Notes issued, from time to time, pursuant to the Ordinance and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interest, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant with the Fiscal Agent and with the Noteholder as follows (subject, however, to the provisions of Section 2.08 hereof):

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Capitalized terms used in this Note Issuance Agreement without definition shall have the respective meanings given to such terms in Section 1.1 of the Loan Agreement and in Exhibit A attached hereto and made a part hereof, unless the context or use clearly indicates another or different meaning or intent.

Section 1.02. Interpretation. In this Note Issuance Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(i) the words “hereby,” “hereof,” “herein,” “hereunder” and any similar words used in this Note Issuance Agreement refer to this Note Issuance Agreement as a whole and not to any particular Article, Section or other subdivision, the word “heretofore” shall mean before, the word “hereafter” shall mean after, the date of this Note Issuance Agreement, and the word “including” shall mean “including, without limitation”;

(ii) all accounting terms not otherwise defined herein shall have the meanings assigned to them in accordance with generally accepted accounting principles;

(iii) any headings preceding the text of the several Articles and Sections of this Note Issuance Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Note Issuance Agreement nor affect its meaning, construction or effect;

(iv) words importing the redemption or redeeming of the Notes or the calling of the Notes for redemption do not include or connote the payment of the Notes at their stated maturity or the purchase of the Notes;

(v) any certificate, letter or opinion required to be given pursuant to this Note Issuance Agreement shall mean a signed document attesting to or acknowledging the

circumstances, representations, opinions of law or other matters therein stated or set forth, or setting forth matters to be determined pursuant to this Note Issuance Agreement; and

(vi) the recitals and granting clauses appearing above are an integral part hereof and are fully incorporated herein by this reference.

ARTICLE II

NOTES

Section 2.01. Authorization of Notes. The Notes shall be issued, from time to time, under the provisions of this Note Issuance Agreement in accordance with this Article.

Section 2.02. Issuance of Notes; Payments. (a) The Series 2011A Note shall be designated "City of Chicago Multi-Family Housing Revenue Note (Park Boulevard 2A Project), Series 2011A," and shall be issued in substantially the form of Exhibit B-1 hereto. The Series 2011A Note shall mature on the Maturity Date, shall bear interest on disbursed amounts from the respective dates of disbursement, and shall be issuable only as a registered note without coupons. The Series 2011A Note shall be lettered and numbered RA-1.

(b) The Series 2011B Note shall be designated "City of Chicago Multi-Family Housing Revenue Note (Park Boulevard 2A Project), Series 2011B," and shall be issued in substantially the form of Exhibit B-2 hereto. The Series 2011B Note shall mature on the Maturity Date, shall bear interest on disbursed amounts from the respective dates of disbursement, and shall be issuable only as a registered note without coupons. The Series 2011B Note shall be lettered and numbered RB-1.

(c) The Notes shall be dated the Closing Date. Any Note issued in substitution therefor at any time thereafter shall be dated its respective date of delivery.

(d) Except to the extent that the provisions of Article III or Section 7.02 hereof with respect to redemption or acceleration prior to maturity may become applicable hereto, the Notes shall mature as to principal as provided above.

(e) All payments on the Notes shall be first applied to interest on the unpaid principal balance and then to the unpaid principal balance. The Noteholder shall make all notations upon the Notes or in the Noteholder's books and records as provided in Section 2.3(c) of the Loan Agreement.

(f) The principal of and interest on the Notes shall be payable in lawful money of the United States of America. Such principal and interest shall be payable at the principal office of the Noteholder or as otherwise directed in writing by the Noteholder.

(g) The Maturity Date for either or both of the Notes may be extended on a one-time basis for six months to January 1, 2014 upon delivery by the Owner to the Issuer and the Noteholder of a written notice and direction to extend the Maturity Date, which notice must be received by the Issuer and the Noteholder at least 30 but no more than 90 days prior to the original Maturity Date. Such extension shall also be conditioned upon the following: (i) the Project is Complete (as defined in Section 7.11(b) of the Loan Agreement), (ii) no Unmatured Event of Default, Default or Event of Default exists, (iii) there has been no material adverse change in the financial condition of the Project, the Owner or any Guarantor, (iv) the extension does not affect the exclusion of interest on the Notes from the gross income of the Noteholder for federal income tax purposes, (v) any interest rate lock or other hedging arrangement relating to the Permanent Loan shall have been extended, or otherwise adjusted to the satisfaction of the

Noteholder and at the Owner's sole cost and expense, and (vi) the Owner pays the Noteholder a renewal fee in an amount equal to 1/4 of 1% of the Outstanding principal amount of the Note or Notes whose maturities are being extended.

Section 2.03. Interest Rates on Notes. (a) Series 2011A Note. The unpaid portion of the principal amount of the Series 2011A Note which has been advanced shall bear interest at the Series 2011A Interest Rate.

(b) Series 2011B Note. The unpaid portion of the principal amount of the Series 2011B Note which has been advanced shall bear interest at the Series 2011B Interest Rate.

(c) LIBOR Monthly Rate. For purposes of calculating the interest rates on the Notes, the term "LIBOR Monthly Rate" shall mean a fluctuating rate of interest equal to the one-month LIBOR rate quoted by Noteholder from Reuters Screen LIBOR01 Page or any successor thereto, which shall be that one-month LIBOR rate in effect two New York Banking Days prior to the Reprice Date, adjusted for any reserve requirement and any subsequent costs arising from a change in government regulation, such rate rounded up to the nearest one-sixteenth percent and such rate to be reset monthly on each Reprice Date. The term "New York Banking Day" means any date (other than a Saturday or Sunday) on which commercial banks are open for business in New York, New York. The term "Reprice Date" means the first day of each month. If the initial advance under either Note occurs other than on the Reprice Date, the initial one-month LIBOR rate shall be that one-month LIBOR rate in effect two New York Banking Days prior to the date of the initial advance, which rate plus the percentage described above shall be in effect until the next Reprice Date. Bank's internal records of applicable interest rates shall be determinative in the absence of manifest error. Interest shall be computed for the actual number of days which have elapsed, on the basis of a 360-day year.

(d) Alternate Rates. If the Noteholder determines that no adequate basis exists for determining the LIBOR Monthly Rate or that the LIBOR Monthly Rate will not adequately and fairly reflect the cost to the Noteholder of purchasing the Notes for the purpose of funding the Loan, or that any applicable law or regulation or compliance therewith by the Noteholder prohibits, restricts or makes impossible the charging of interest based on the LIBOR Monthly Rate and the Noteholder so notifies the Owner, then until the Noteholder notifies the Owner that the circumstances no longer exist which rendered the LIBOR Monthly Rate unavailable (or under which the Noteholder determined that the LIBOR Monthly Rate did not adequately and fairly reflect the cost to the Noteholder of purchasing the Notes for the purpose of funding the Loan), interest shall accrue and be payable on the respective unpaid principal balances of the Notes from the date the Noteholder so notifies the Owner until the related Maturity Date of each Note (whether by acceleration, declaration, extension or otherwise) at a fluctuating rate of interest equal to: (i) the Series 2011A Alternate Rate in the case of the Series 2011A Note; and (ii) the Series 2011B Alternate Rate in the case of the Series 2011B Note.

(e) Past Due Rate. If any amount payable by the Owner under the Loan Agreement, the Owner Notes or any of the Owner Collateral Documents is not paid when due (without regard to any applicable grace periods), such amount shall thereafter bear interest at the Past Due Rate to the fullest extent permitted by applicable Law. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable on demand, at the Past Due Rate.

Section 2.04. Interest Payment Dates. Interest on disbursed amounts under each Note and the Owner Note shall be payable monthly commencing on the first day of the calendar month following the Closing Date and continuing on the first day of each month thereafter, on any date of redemption and on the Maturity Date.

Section 2.05. Interest on Amounts Past Due. Notwithstanding anything in this Article II to the contrary, if the Issuer shall fail to make any of the payments required to be made by it under this Note Issuance Agreement, including, without limitation, any mandatory redemption required by Section 3.02 of this Note Issuance Agreement, or under any Note, such payment shall continue as an obligation of the Issuer until the unpaid amount overdue shall have been fully paid and interest on the principal amount of the Note so overdue shall continue to accrue at the applicable Past Due Rate, from the date such payment was due until the date such payment is made or the date the Notes have been repaid in full, whichever is earlier.

Section 2.06. Transfers of Notes. The Notes may be transferred in whole, and not in part, but only to a single Qualified Transferee who has executed and delivered to the Issuer a letter in the form of the Qualified Transferee letter attached hereto as Exhibit D; all of the Notes shall be so transferred if any of the Notes are so transferred. Successive transfers of the Notes are permitted, subject to the limitations set forth in this Section. Notwithstanding the foregoing, the Noteholder may sell participating interests in the Notes in accordance with applicable law.

Section 2.07. Intentionally Omitted.

Section 2.08. Execution; Limited Obligation. (a) The Notes shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and shall be acknowledged by the manual or facsimile signature of the City Clerk of the Issuer, and the seal of the Issuer shall be impressed, imprinted or reproduced thereon. In case any officer whose signature shall appear on the Notes shall cease to be such officer before the delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery. The Notes may be signed on behalf of the Issuer by such persons who, at the time of the execution of the Notes, are duly authorized or hold the appropriate offices of the Issuer, although on the date of the Notes such persons were not so authorized or did not hold such offices.

(b) THE NOTES AND THE INTEREST THEREON CONSTITUTE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM THE PAYMENTS TO BE MADE BY THE OWNER UNDER THE LOAN AGREEMENT OR FROM THE OTHER SOURCES SPECIFIED OR REFERRED TO IN THIS NOTE ISSUANCE AGREEMENT, ALL OF WHICH ARE SPECIFICALLY ASSIGNED AND PLEDGED TO SUCH PURPOSES IN THE MANNER AND TO THE EXTENT PROVIDED HEREIN. THE NOTES AND ALL OTHER OBLIGATIONS OF THE ISSUER IN CONNECTION THEREWITH DO NOT CONSTITUTE A DEBT OF THE ISSUER, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF, AND NEITHER THE ISSUER NOR THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF, SHALL BE LIABLE THEREON, NOR IN ANY EVENT SHALL THE NOTES OR OTHER OBLIGATIONS BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN THOSE PLEDGED UNDER THIS NOTE ISSUANCE AGREEMENT AND THOSE OTHER AGREEMENTS SPECIFICALLY SECURING THE NOTES. THE NOTES SHALL NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT PROVISION.

Section 2.09. Authentication. No Note shall be valid or obligatory for any purpose or entitled to any security or benefit under this Note Issuance Agreement unless and until a certificate of authentication on such Note, substantially in the form herein set forth, shall have been duly executed by the Fiscal Agent, and such executed certificate of the Fiscal Agent upon an Note shall be conclusive evidence that such Note has been authenticated and delivered under this Note Issuance Agreement. The Fiscal Agent's certificate of authentication on an Note shall be deemed to have been executed by it if manually signed by an authorized signatory of the Fiscal Agent.

Section 2.10. Form of the Notes and Temporary Notes. (a) The Notes, and the Fiscal Agent's certificates of authentication to be endorsed thereon, shall be in substantially the forms herein set forth, with such variations, omissions and insertions as are permitted or required by this Note Issuance Agreement. The Notes shall provide that the principal thereof and interest thereon shall be payable only out of Revenues.

(b) A Note may be initially issued in temporary form exchangeable for a definitive Note when ready for delivery. Each temporary Note shall be in the same denomination as the Note it is issued in lieu of, and such temporary Note may contain such reference to any of the provisions of this Note Issuance Agreement as the Issuer may deem appropriate. Every temporary Note shall be executed by the Issuer and shall be authenticated by the Fiscal Agent upon the same conditions, and in substantially the same manner, as the definitive Note it is issued in lieu of. If the Issuer issues a temporary Note in lieu of a definitive Note, the Issuer shall execute and furnish the definitive Note without delay, and thereupon the temporary Note shall be surrendered for cancellation in exchange therefor at the Designated Office of the Fiscal Agent, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Note a definitive registered Note of the same series and maturity, and in the same denomination bearing the same interest rate. Until so exchanged, the temporary Note shall be entitled to the same benefits under this Note Issuance Agreement as the definitive Note it is issued in lieu of, but only to the extent that such temporary Note is authenticated and delivered hereunder.

Section 2.11. Delivery of the Notes. (a) Upon (i) receipt by the Issuer of a duly executed Investor Letter from the Noteholder, (ii) the execution and delivery of this Note Issuance Agreement, the Loan Agreement, the Notes, the Owner Notes, the Owner Collateral Documents, the Tax Agreement, the Security for the Notes and the Ground Lease, (iii) the execution, delivery and recording of the Land Use Restriction Agreement, and the receipt by the Issuer of evidence of the priority of the Land Use Restriction Agreement over the Owner Collateral Documents, (iv) delivery by the Issuer to the Fiscal Agent of a copy of the Ordinance, certified by the Issuer to be in full force and effect, and (v) receipt by the Issuer of an opinion of Bond Counsel to the effect that the Notes have been duly authorized and issued, and that interest thereon is excluded from gross income of the owners thereof for Federal income tax purposes, the Issuer shall execute and deliver to the Fiscal Agent and the Fiscal Agent shall authenticate the Notes and deliver the Notes to the Noteholder as directed by the Issuer.

(b) Advances of proceeds under the Notes shall be paid by the Noteholder over to the Fiscal Agent as received from time to time and deposited in the Construction Fund pursuant to Article IV hereof. Promptly following the approval by the Noteholder of each written request for a disbursement from the Construction Fund in accordance with the provisions of the Loan Agreement, the Noteholder shall advance to the Fiscal Agent, as a draw under one or both of the Notes (determined in accordance with the ordering provisions set forth in Sections 9.1 and 11.9 of the Loan Agreement governing the application of proceeds of the Series 2011A Loan and Series 2011B Loan), sufficient moneys to permit the Fiscal Agent to make the approved disbursement in question (taking into account for such purpose any available moneys in the Construction Fund that were previously advanced under paragraph (c) of this Section 2.11 and not yet disbursed).

(c) At the time of the authentication and delivery of the Notes to the Noteholder as directed by the Issuer, the Noteholder shall fund a drawing on each Note of an amount in excess of \$50,000 on each Note.

Section 2.12. Mutilated, Lost, Stolen or Destroyed Notes. In the event a Note is mutilated, lost, stolen or destroyed, the Issuer may execute, and the Fiscal Agent shall authenticate and deliver, a new Note of like date, maturity, series, interest rate and denomination as the Note mutilated, lost, stolen or destroyed. In each such case, the applicant for a substitute Note shall furnish to the Issuer and the Fiscal Agent such security or indemnity as may be required by them to save each of them harmless. In each case of loss, theft or destruction, the applicant shall furnish to the Issuer and the Fiscal Agent evidence to their satisfaction of the loss, theft or destruction of such Note and of the ownership thereof, and in each case of the mutilation of any Note, the applicant shall surrender the mutilated Note to the Fiscal Agent. Upon the issuance of a substitute Note, the Issuer and the Fiscal Agent may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses and fees connected therewith. In the event an Note has matured or is about to mature and is mutilated, lost, stolen, or destroyed, the Issuer may, instead of the issuing a substitute Note as permitted by this Section, pay or authorize the payment of the same upon satisfaction of the conditions set forth above.

Section 2.13. Note Registrar; Registration Books; Persons Treated as Noteholder; Restrictions on Transfer. (a) The Issuer shall cause books for the registration and transfer of the Notes, as provided in this Note Issuance Agreement, to be kept by the Fiscal Agent, which is hereby constituted and appointed the Note Registrar of the Issuer. Upon surrender for transfer of the Notes at the Designated Office of the Fiscal Agent, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Fiscal Agent and duly executed by the registered owner or his attorney duly authorized in writing, and accompanied by a Qualified Transferee Letter executed by the party to whom the Notes are to be transferred, the Issuer shall execute, and the Fiscal Agent shall authenticate and deliver in the name of the transferee, new Notes of the same series, interest rates and maturities for like principal amounts. No Note may be transferred in part, and all Notes shall be transferred as a whole, so at all times there is but one registered owner of all of the Notes issued and outstanding hereunder; provided that the Noteholder may, subject to applicable law, transfer participations in the Notes. Upon the making of any such transfer, the transferor may assign to the transferee its interests in, to and under the Owner Notes, the Assignment and the Owner Collateral Documents, and in the event of any such assignment, the transferor shall notify the Issuer and the Owner of such assignment.

(b) The Fiscal Agent shall not be required to transfer or exchange the Notes during the period of 15 days prior to any Interest Payment Date on the Notes, or to transfer or exchange the Notes after the mailing of notice calling any of the Notes for redemption as herein provided, or during the period of 15 days prior to any redemption date.

(c) Any exchange of a temporary Note for a definitive Note shall be without charge, except for the payment of any tax, fee or other governmental charge. With respect to any other exchange or transfer, the Fiscal Agent may charge a sum not exceeding the actual cost (if any) of printing new Notes to be issued upon such exchange or transfer, together with reasonable expenses of the Fiscal Agent in connection therewith. In each case the Fiscal Agent shall require the payment by the registered owner of the Note requesting exchange, registration or transfer, of any tax, fee or other governmental charge required to be paid with respect to such exchange, registration or transfer. All Notes surrendered upon exchange or transfer provided for in this Note Issuance Agreement shall be promptly cancelled by the Fiscal Agent and thereafter disposed of in accordance with Section 2.14 hereof.

(d) The Person in whose name the Notes shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal thereof or interest thereon, shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Notes to the extent of the sum or sums so paid.

Section 2.14. Cancellation of Notes. Whenever any Note shall be delivered to the Fiscal Agent for cancellation pursuant to this Note Issuance Agreement, upon payment of the principal and interest represented thereby, or for replacement, transfer or exchange pursuant to Section 2.13 hereof, such Note shall be promptly cancelled and destroyed by the Fiscal Agent, and a certificate as to such cancellation and destruction shall be furnished by the Fiscal Agent to the Issuer and the Owner.

Section 2.15. Conditions to Noteholder's Purchase of Notes. The Noteholder's obligation to purchase and accept the delivery of the Notes is expressly conditioned upon the following:

- (a) No Event of Default or Unmatured Event of Default shall exist hereunder;
- (b) The representations and warranties of the Issuer contained herein and in the Loan Agreement shall not prove to be incorrect or misleading in any material respect;
- (c) The Noteholder shall have received an opinion of Bond Counsel in form acceptable to Noteholder to the effect that the interest payable on the Notes is excludable from the Federal gross income of the Noteholder;
- (d) the Noteholder shall have received all of the Owner Collateral Documents in form acceptable to Noteholder;
- (e) the conditions precedent to the first disbursement of the proceeds of the Loan set forth in Articles X and XI of the Loan Agreement have been satisfied; and
- (f) the Noteholder shall have received payment of its transaction fees relating to the purchase of the Notes equal to the sum of (i) 100 basis points (1.00%), times the face amount of the Series 2011A Note and (ii) 100 basis points (1.00%), times the face amount of the Series 2011B Note.

ARTICLE III

REDEMPTION OF NOTES BEFORE MATURITY; CHANGES IN CIRCUMSTANCE

Section 3.01. Optional Redemption. The Notes are subject to optional redemption prior to maturity on any Business Day by the Issuer pursuant to the request of the Owner in accordance with Section 3.1(a) of the Loan Agreement, in whole or in part (and, if in part, at the direction of the Owner as to which Note is to be redeemed and in what principal amount), at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption, by the Owner giving written notice to the Noteholder and the Issuer not less than 2 Business Days prior to such applicable redemption date. Such notice shall be given in the manner provided in Section 9.05 hereof. The Owner may withdraw any such notice, and revoke the election made therein, by giving written notice of such withdrawal and revocation to the Noteholder and the Issuer on or before the date fixed for redemption.

Section 3.02. Mandatory Redemption. The Notes are subject to redemption prior to maturity on any Business Day by the Issuer in accordance with Section 3.1(b) of the Loan Agreement, in whole or in part, at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption upon the occurrence of any of the events set forth in said Section 3.1(b).

Section 3.03. Funding Losses. As provided in the Loan Agreement, the Owner will indemnify the Noteholder upon demand against any loss or expense, including, without limitation, reasonable attorneys' fees and expenses, which the Noteholder may sustain or incur (including, without limitation, any loss or expense sustained or incurred in obtaining, liquidating or employing deposits or other funds acquired to effect, fund or maintain the Loan and/or the Notes) as a consequence of any failure of Owner to make any payment when due of any amount due hereunder. Determinations by the Noteholder for purposes of this Section of the amount required to indemnify the Noteholder shall be conclusive in the absence of manifest error.

ARTICLE IV

REVENUES AND FUNDS

Section 4.01. Revenues; Payment Notations. (a) The Fiscal Agent is authorized and directed, subject to Section 7.06 of this Note Issuance Agreement, to apply all available Revenues to the payment of the principal of and interest on the Notes as and when received, including, without limitation, (i) any amount in the Construction Fund or the escrow account referred to in Section 9.4 of the Loan Agreement, in either case to the extent provided in such Section; (ii) all payments specified in Section 2.2 (except payments under paragraph (c) thereof) of the Loan Agreement, including, without limitation, payments on the Owner Notes and amounts applied to payment of the Owner Notes under the Owner Collateral Documents; (iii) all prepayments specified in Article III of the Loan Agreement, including, without limitation, prepayments made on the Owner Notes; and (iv) all other moneys received by the Noteholder under and pursuant to any of the provisions of the Loan Agreement that are required or are accompanied by directions that such moneys are to be applied to the payment of the principal of and interest on the Notes. Except as otherwise directed in Article III hereof, (1) all Revenues shall be applied (i) first, to the payment of interest on the Notes, and (ii) second to the payment of principal of the Notes, and (2) to the extent that Revenues are insufficient to pay all of the principal of and interest on the Notes when due, to the payment of such amount on an allocable basis between the Series 2011A Note and the Series 2011B Note, on the basis of the principal amount of each Note then Outstanding. Notwithstanding the foregoing, Series 2011A - Specific Revenues shall be applied solely to the payment of the Series 2011A Note and Series 2011B - Specific Revenues shall be applied solely to the payment of the Series 2011B Note.

(b) Subject to Section 2.08 hereof, the Issuer hereby covenants and agrees that as long as the Notes are outstanding it will pay, or cause to be paid, to the Noteholder, sufficient sums from Revenues promptly to meet and pay the principal of and interest on the Notes as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues from any source other than Revenues.

(c) The Fiscal Agent shall note on the payment record attached as Schedule A to each Note, or in the Fiscal Agent's books and records relating to each Note, the date and amount of (i) each draw increasing the principal amount of such Note, and (ii) each payment of principal (whether at maturity or upon acceleration or prior redemption) and/or interest on such Note. The information so recorded shall be rebuttable presumptive evidence of the accuracy thereof. The failure to so record any such information or any error in so recording any such information shall not, however, limit or otherwise affect the obligations of the Issuer hereunder or under the Notes to repay the principal amount thereof together with all interest accruing thereon.

(d) The Fiscal Agent shall give prompt written notice to the Issuer of each draw increasing the principal amount of a Note, informing the Issuer as to the date and amount of each such draw. Such notice may be provided by an email sent to the Internet address for the Issuer set forth on Exhibit F hereto

or to such address as the Issuer may have designated to be used for such purposes in a prior notice to the Fiscal Agent. The form of such written notice is attached as Exhibit F hereto.

Section 4.02. Creation of Construction Fund; Disbursements. (a) There is hereby created by the Issuer and ordered established with the Fiscal Agent a Fund in the name of the Issuer to be designated "City of Chicago Construction Fund (Park Boulevard 2A Project)" (the "Construction Fund"). Within the Construction Fund are hereby created by the Issuer and ordered established with the Fiscal Agent two Accounts in the name of the Issuer to be designated (i) "City of Chicago Construction Fund (Park Boulevard 2A Project), Series 2011A" (the "Series 2011A Construction Account") and (ii) "City of Chicago Construction Fund (Park Boulevard 2A Project), Series 2011B" (the "Series 2011B Construction Account"). Advances of proceeds under the Series 2011A Note shall be deposited in the Series 2011A Construction Account. Advances of proceeds under the Series 2011B Notes shall be deposited in the Series 2011B Construction Account.

(b) The Issuer hereby authorizes and directs the Fiscal Agent to use the moneys in the Series 2011A Construction Account, pursuant to written requests therefor submitted by the Owner (except as otherwise provided in Section 4.04 hereof), and approved in writing by the Noteholder, for payment of the Costs of the Project, and for payment of principal of and interest on the Series 2011A Note in accordance with Sections 4.01 and 3.02 hereof and Article IX of the Loan Agreement. The Fiscal Agent shall keep and maintain adequate records pertaining to the Series 2011A Construction Account and all disbursements therefrom, and shall promptly, following a written request therefor, submit to the Issuer, the Owner or the Noteholder copies of all reports, statements of receipts and disbursements and the like relating to the Series 2011A Construction Account and any other funds held by the Fiscal Agent under this Note Issuance Agreement. Moneys remaining in the Series 2011A Construction Account when the Project is Complete shall be applied to prepay the Series 2011A Note, pursuant to Section 3.02 of this Note Issuance Agreement.

(c) The Issuer hereby authorizes and directs the Fiscal Agent to use the moneys in the Series 2011B Construction Account, pursuant to written requests therefor submitted by the Owner (except as otherwise provided in Section 4.04 hereof), and approved in writing by the Noteholder, for payment of the Costs of the Project, and for payment of principal of and interest on the Series 2011B Note in accordance with Sections 4.01 and 3.02 hereof and Article IX of the Loan Agreement. The Fiscal Agent shall keep and maintain adequate records pertaining to the Series 2011B Construction Account and all disbursements therefrom, and shall promptly, following a written request therefor, submit to the Issuer, the Owner or the Noteholder copies of all reports, statements of receipts and disbursements and the like relating to the Series 2011B Construction Account and any other funds held by the Fiscal Agent under this Note Issuance Agreement. Moneys remaining in the Series 2011B Construction Account when the Project is Complete shall be applied to prepay the Series 2011B Note pursuant to Section 3.02 of this Note Issuance Agreement.

(d) Upon the occurrence of an Event of Default under Section 12.1(f) of the Loan Agreement, a declaration of acceleration following the occurrence of any Event of Default hereunder, or a redemption of the Notes, any moneys remaining in the respective accounts of the Construction Fund shall be used to pay the principal and interest then due and unpaid on the respective Notes.

(e) Notwithstanding the foregoing, disbursements from the Construction Fund to pay interest on the Notes shall be made automatically without the need to comply with any other requirements for disbursements therefrom.

Section 4.03. Fiscal Agent's Fees, Charges and Expenses. The Fiscal Agent agrees that the Issuer shall have no liability for any fees, charges and expenses of the Fiscal Agent, and the Fiscal Agent

agrees to look only to the Owner for the payment of all reasonable fees, charges and expenses of the Fiscal Agent as provided in the Loan Agreement and in this Note Issuance Agreement.

Section 4.04. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Fiscal Agent for the account of the Construction Fund or the escrow account referred to in Section 9.4 of the Loan Agreement under any provision of this Note Issuance Agreement or the Loan Agreement shall be held by the Fiscal Agent in trust and applied for the purposes herein or therein specified. No Person not a party hereto shall have any rights to the money in the Construction Fund or the escrow account referred to in Section 9.4 of the Loan Agreement.

Section 4.05. Repayment of Excess Moneys. Any amounts remaining in any fund, or otherwise paid to the Fiscal Agent on behalf of the Issuer under this Note Issuance Agreement or the Loan Agreement, after payment in full of the principal of and interest on the Notes, the fees, charges and expenses of the Issuer and the Fiscal Agent, and all other amounts required to be paid under this Note Issuance Agreement and the Loan Agreement shall be paid (a) first, to the Issuer to the extent of any moneys owed by the Owner to the Issuer, and (b) second, to the Owner.

Section 4.06. Pledge Agreement. Reference is hereby made to the Pledge Agreement. No amount shall be disbursed from the Series 2011A Construction Account hereunder unless and until sufficient Authority Funds (as defined in the Pledge Agreement) have been deposited into the Escrow Account held by the Escrow Agent under the Pledge Agreement. Moneys held under the Pledge Agreement shall be applied to pay the principal of and interest on the Series 2011A Note as provided in the Pledge Agreement.

Section 4.07. Security Agreement. Reference is hereby made to the Security Agreement. Moneys held under the Security Agreement shall be available to pay the principal of and interest on the Series 2011B Note as provided in the Security Agreement.

ARTICLE V

INVESTMENT OF MONEYS

Section 5.01. Investment of Moneys. Any moneys held as part of any Account of the Construction Fund shall be invested or reinvested by the Fiscal Agent in Eligible Investments in accordance with the provisions of Section 9.6 of the Loan Agreement. The direction and written confirmation specified in Section 9.6 of the Loan Agreement shall specify to the extent applicable the issuer or obligor, the principal amount, maturity date and interest rate of each such Eligible Investment. All such Eligible Investments shall be held by or under the control of the Fiscal Agent and shall be deemed at all times a part of such Account, and the interest accruing thereon, if any, and any profit realized from such Eligible Investments shall be credited to such Account. Any loss resulting from such investments shall be charged to such Account. For purposes of making such investment, the Fiscal Agent shall be entitled to commingle the amount on deposit in the Accounts of the Construction Fund.

Section 5.02. Investments through Fiscal Agent's Investment Department. The Fiscal Agent may make any and all investments permitted by the provisions of Sections 5.01 through its own investment department or that of an affiliate. Upon the written direction of the Owner or the Issuer, the Fiscal Agent shall confirm in writing any investment made with the moneys in the Construction Fund. The Fiscal Agent shall answer all reasonable inquiries from the Owner or the Issuer as to the status of moneys in each of such Fund or account. The Fiscal Agent shall file with the Issuer a copy of its statements that it delivers to the Owner with respect to the investment of any funds held under this Note Issuance Agreement.

ARTICLE VI

GENERAL COVENANTS OF ISSUER

Until payment in full of the Notes, the Issuer covenants and agrees that each of the covenants, undertakings and agreements set forth in this Section shall be complied with:

Section 6.01. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of and interest on the Notes at the place, on the dates and in the manner provided herein and in the Notes according to the true intent and meaning hereof and thereof; provided, however, that the Notes shall be a special, limited obligation of the Issuer payable as to principal and interest solely from the Revenues as provided in Section 2.08 of this Note Issuance Agreement.

Section 6.02. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Note Issuance Agreement and in the Notes; provided, however, that the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Owner or the Noteholder, and, at the option of the Issuer, until it shall have received from the Owner or the Noteholder assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument. The Issuer represents that it is duly authorized pursuant to the Ordinance to issue the Notes, to execute this Note Issuance Agreement, to pledge and assign the Loan Agreement, the Owner Notes and the Security for the Notes, and the amounts payable under the Loan Agreement, the Owner Notes and the Security for the Notes, in the manner and to the extent set forth herein and in the Assignment; that all action on its part required for the issuance of the Notes and the execution and delivery of this Note Issuance Agreement has been duly and effectively taken; and that each of the Notes in the hands of the Noteholder is and will be a valid and enforceable obligation of the Issuer according to the terms thereof and hereof. Anything contained in this Note Issuance Agreement to the contrary notwithstanding, it is hereby understood that none of the covenants of the Issuer contained in this Note Issuance Agreement are intended to create a pecuniary obligation of the Issuer with respect to payment of principal of and interest on the Notes.

Section 6.03. Assigned Rights; Instruments of Further Assurance. The Issuer represents that the pledge and assignment of the Security for the Notes to the Noteholder hereby made is valid and lawful. The Issuer covenants that it will defend its interest in and to the Loan Agreement, the Owner Notes, the Security for the Notes and the Revenues, and the pledge and assignment thereof to the Noteholder, against the claims and demands of all Persons whomsoever; provided, however, that all reasonable attorneys' fees and expenses incurred by the Issuer in the performance of its obligations under this covenant shall be paid by the Owner. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such agreements supplemental hereto and such further acts, instruments and transfers as the Noteholder may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Noteholder of the Loan Agreement, the Owner Notes, the Security for the Notes and the Revenues, the rights pledged and assigned hereby, and the amounts pledged to the payment of the principal of and interest on the Notes; provided, however, that the Issuer undertakes no responsibility for the preparation or filing of any such instrument or the maintenance of any security interest intended to be perfected thereby, all of which shall be the responsibility of the Noteholder and the Owner. The Issuer covenants and agrees that, except as herein, in the Loan Agreement and in the Assignment provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of its interest in and to the Loan Agreement, the Owner Notes, the Security for the Notes or the Revenues.

Section 6.04. Recordation and Other Instruments. In order to perfect the security interest of the Noteholder in the Security for the Notes, the Issuer, to the extent permitted by law, will execute such assignments, security agreements or financing statements, naming the Noteholder as assignee and pledgee of the Security for the Notes assigned and pledged under this Note Issuance Agreement for the payment of the principal of and interest on the Notes and as otherwise provided herein, as the Noteholder shall reasonably request in writing, and the Owner will cause the same to be duly filed and recorded, as the case may be, in the appropriate state and county offices as required by the provisions of the Uniform Commercial Code or other similar law as adopted in Illinois, as from time to time amended. To continue the security interest evidenced by the financing statements, the Noteholder shall file and record, or cause to be filed and recorded, such necessary continuation statements or supplements thereto and other instruments from time to time as may be required pursuant to the provisions of the said Uniform Commercial Code or other similar law to fully preserve and protect the security interest of the Noteholder in the Security for the Notes and to perfect the lien hereof and the rights of the Noteholder hereunder. The Issuer, to the extent permitted by law, at the expense of the Owner, shall execute and cause to be executed any and all further instruments as shall be reasonably requested in writing by the Noteholder for such protection and perfection of the interests of the Noteholder, and the Issuer or its agent shall, upon written direction from the Noteholder, file and refile or cause to be filed and refiled such instruments as shall be necessary to preserve and perfect the lien of this Note Issuance Agreement upon the Security for the Notes until the principal of and interest on the Notes issued hereunder shall have been paid or provision for payment shall be made as herein provided.

Section 6.05. Inspection of Books. The Issuer, the Fiscal Agent and the Noteholder covenant and agree that all books and documents in their possession relating to the Project and the Revenues shall at all reasonable times be open to inspection by such accountants or other agencies as the other parties may from time to time designate.

Section 6.06. Rights Under Loan Agreement. The Loan Agreement, a duly executed copy of which has been delivered to the Noteholder, sets forth the covenants and obligations of the Issuer and the Owner, including provisions to the effect that subsequent to the issuance of the Notes and prior to its payment in full or provision for payment thereof in accordance with the provisions hereof, the Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Issuer and the Noteholder, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Issuer and the Owner thereunder. The Issuer agrees that the Noteholder, in its name or in the name of the Issuer, may enforce all rights of the Issuer and all obligations of the Owner under and pursuant to the Loan Agreement, and the Issuer will not enforce such rights and obligations itself except at the written direction of the Noteholder, in each case whether or not the Issuer is in Default hereunder; provided, however, that the foregoing shall not apply to Issuer Reserved Rights.

Section 6.07. Prohibited Activities. The Issuer covenants and agrees that it has not engaged, and will not engage, in any activities, and that it has not taken, and will not take, any action, that might result in any interest on the Notes becoming includible in the gross income of the owner of the Notes under Federal income tax laws.

Section 6.08. Arbitrage. The Issuer shall not take any action within its power or fail to take any action of which it has knowledge with respect to the investment of the proceeds of the Notes, including, without limitation, moneys on deposit in any Fund or Account in connection with the Notes, whether or not such moneys were derived from the proceeds of the sale of the Notes or from any other sources, or with respect to the payments derived from the Owner Notes which may result in constituting the Notes an "arbitrage bond" within the meaning of such term as used in Section 148 of the Code and the

Regulations. The Issuer further covenants to create a rebate fund upon direction by the Owner to facilitate the payment of any rebatable arbitrage that may arise.

Section 6.09. Representations of the Issuer Contained in Loan Agreement. The representations of the Issuer contained in Article V of the Loan Agreement are hereby restated and incorporated into this Note Issuance Agreement by reference for the benefit of the Noteholder.

ARTICLE VII

DEFAULT PROVISIONS AND REMEDIES OF NOTEHOLDER

Section 7.01. Events of Default. Each of the following is hereby defined and declared to be and shall constitute an “Event of Default” hereunder:

(a) default by the Issuer in the due and punctual payment of any amount required to be paid under the Notes or this Note Issuance Agreement, whether by way of principal, interest or otherwise, including, without limitation, any mandatory redemption required by Section 3.02 of this Note Issuance Agreement; provided that such default shall not constitute an Event of Default hereunder if such default is cured within five days after written notice thereof to the Issuer and the Owner from the Noteholder; or

(b) default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Note Issuance Agreement or in the Notes (and not constituting an Event of Default under any of the other provisions of this Section 7.01); provided that such default shall not constitute an Event of Default hereunder if such default is cured within 90 days after written notice thereof to the Issuer and the Owner from the Noteholder as long as during such period the Issuer and/or the Owner is using its best efforts to cure such default and such default can be cured in such period; or

(c) any Event of Default shall occur under the Loan Agreement or the Owner Collateral Documents (following the expiration of applicable notice and cure periods); or

(d) any material representation or warranty made by the Issuer herein is breached or is false or misleading in any material respect, or any schedule, certificate, financial statement, report, notice or other writing furnished by the Issuer to the Noteholder is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified; or

(e) this Note Issuance Agreement or the Notes or any of the Owner Collateral Documents, or any lien granted by the Owner or the Issuer to the Noteholder, shall (except in accordance with its terms), in whole or in part, terminate, cease to be effective or cease to be the legally valid, binding and enforceable obligations of the Issuer; or the Issuer shall directly or indirectly, contest in any manner such effectiveness, validity, binding nature or enforceability.

Notwithstanding anything to the contrary contained herein, the Fiscal Agent and the Issuer hereby agree that any cure of any default made or tendered by one or more of the Owner’s members be deemed to be a cure by the Owner and shall be accepted or rejected on the same basis as if made or tendered by the Owner.

Section 7.02. Acceleration. Upon the occurrence of an Event of Default hereunder and as long as such Event of Default is continuing, the Noteholder may, by notice in writing delivered to the Issuer and the Owner, declare the entire principal amount of the Notes then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be

immediately due and payable, subject, however, to the right of the Noteholder, by written notice to the Issuer and the Owner, to annul such declaration and rescind its effect as hereinafter provided.

Section 7.03. Other Remedies; Rights of Noteholder. (a) Upon the occurrence of an Event of Default hereunder, the Noteholder may exercise and enforce such rights as exist under the Loan Agreement and the Owner Collateral Documents or pursue any available remedy by suit at law or in equity or by statute to enforce the payment of the principal of and interest on the Notes, or to enforce any obligations of the Issuer hereunder.

(b) No remedy by the terms of this Note Issuance Agreement conferred upon or reserved to the Noteholder is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and in addition to any other remedy given to the Noteholder hereunder or now or hereafter existing at law or in equity or by statute.

(c) No delay or omission to exercise any right or power accruing upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient. No waiver of any Event of Default hereunder shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

(d) All remedies for which provision is made in this Note Issuance Agreement shall be available only to the extent such remedies are not prohibited by the laws of the State of Illinois, decisions of courts of the State of Illinois or any other applicable law, statute, ordinance, regulation or court decision.

Section 7.04. Appointment of Receivers. Upon the occurrence of an Event of Default hereunder, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Noteholder under this Note Issuance Agreement, the Noteholder shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Security for the Notes and of the revenues, earnings and income thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 7.05. Waiver of Rights. Except as specified in Section 7.09 hereof, upon the occurrence of an Event of Default hereunder, to the extent that such rights may then lawfully be waived, neither the Issuer, nor anyone claiming through or under the Issuer, shall set up, claim, or seek to take advantage of any appraisal, valuation, stay, extension, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Note Issuance Agreement, and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 7.06. Application of Funds. All funds received by the Noteholder pursuant to any right given or action taken under the provisions of this Article, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Noteholder or the Issuer, shall be applied to pay the principal of and interest on the Notes on the basis set forth in Section 4.01 hereof. Notwithstanding any other provision of this Note Issuance Agreement to the contrary, funds received by the Noteholder may be applied (a) as long as an Event of Default has not occurred and is not continuing, with respect to payments and other amounts then due under the Owner Notes, or, if all such payments and other amounts, if any, have been paid, may be applied as directed by the Owner, and (b) if an Event of Default has occurred and is continuing, as directed and in such order as determined by the Noteholder.

Section 7.07. Termination of Proceedings. In case the Noteholder shall have proceeded to enforce any right under this Note Issuance Agreement by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Owner, the Fiscal Agent and the Noteholder shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Noteholder shall continue as if no such proceedings had been taken.

Section 7.08. Termination of Note Issuance Agreement. This Note Issuance Agreement shall terminate when the Notes have been finally, indefeasibly and fully paid, at which time the Noteholder shall, on a timely basis, reassign and redeliver (or cause to be reassigned and redelivered) to the Issuer, or to such Person or Persons as the Issuer shall designate in writing, against receipt, such of the Security for the Notes (if any) assigned by the Issuer to the Noteholder as shall not have been sold or otherwise applied by the Noteholder pursuant to the terms hereof, and as shall still be held by it hereunder, together with appropriate instruments of reassignment and release, including, without limitation, any Uniform Commercial Code termination statements. Any such reassignment shall be without recourse upon, or representation or warranty by, the Noteholder and shall be at the cost and expense of the Owner. Should a claim ("Recovery Claim") be made upon the Noteholder at any time for recovery of any amount received by the Noteholder in payment of the Notes (whether received from the Issuer, the Owner or otherwise), and should the Noteholder repay all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over the Noteholder or any of its property, or (b) any settlement or compromise of any such Recovery Claim effected by the Noteholder with any such claimant (including, without limitation, the Owner), this Note Issuance Agreement and the security interests granted to the Noteholder pursuant hereto shall continue in effect with respect to the amount so repaid to the same extent as if such amount had never originally been received by the Noteholder, notwithstanding any prior termination of this Note Issuance Agreement, the return of this Note Issuance Agreement to the Issuer or cancellation of the Notes.

Section 7.09. Waivers of Events of Default. Except for an Event of Default with respect to any Issuer Reserved Rights, the Noteholder may in its discretion waive in writing any Event of Default hereunder or under the Owner Notes not involving any Issuer Reserved Rights and its consequences and rescind in writing any declaration of acceleration of principal of and interest on the Notes, and in case of any such waiver or rescission, or in case any proceeding taken by the Noteholder on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Owner, the Fiscal Agent and the Noteholder shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 7.10. Cooperation of the Issuer. If an Event of Default hereunder shall occur, the Issuer shall cooperate with the Noteholder and use its best efforts to protect the interests of the Noteholder with respect to this Note Issuance Agreement, the Notes, the Security for the Notes and the Revenues.

ARTICLE VIII

FISCAL AGENT

Section 8.01. Appointment of Fiscal Agent. (a) U.S. Bank National Association shall serve as the initial Fiscal Agent hereunder. The Fiscal Agent may resign at any time upon 30 days' prior written notice to the Owner, the Issuer and the Noteholder.

(b) Upon the resignation of any Fiscal Agent, the Noteholder, with the prior written consent of the Issuer, shall designate a successor Fiscal Agent and shall so notify the Owner in writing. If a

successor Fiscal Agent has not been appointed and has not accepted such appointment by the end of the 30-day period, the Fiscal Agent may apply to a court of competent jurisdiction for the appointment of a successor Fiscal Agent, and the costs, expenses and reasonable attorneys' fees which are incurred in connection with such a proceeding shall be paid by the Owner. Any successor Fiscal Agent shall be a bank or savings and loan association located in the City of Chicago, and shall at all times be a member of the Federal Deposit Insurance Corporation. No resignation shall become effective until a successor has been designated and accepted such designation in writing.

(c) Removal of Fiscal Agent. The Fiscal Agent may be removed at any time, by instrument in writing delivered to the Fiscal Agent, the Issuer and the Owner and signed by the Noteholder. No removal shall become effective until a successor has been designated and accepted such designation in writing.

Section 8.02. Successor Fiscal Agents. (a) Any corporation or association into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Fiscal Agent hereunder and vested with all of the title to the Security for the Notes and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that such successor Fiscal Agent shall satisfy the requirements of Section 8.01(b) hereof relating to the qualifications of successor Fiscal Agents.

(b) In case the Fiscal Agent hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Noteholder, by an instrument in writing signed by it, or by its attorneys in fact, duly authorized. In case of any such vacancy, the Issuer, by an instrument executed by its Chief Financial Officer and attested by its Secretary under its seal, may appoint a temporary Fiscal Agent to fill such vacancy until a successor Fiscal Agent shall be appointed by the Noteholder in the manner above provided; and any such temporary Fiscal Agent so appointed by the Issuer shall immediately and without further act be superseded by the Fiscal Agent so appointed by the Noteholder.

Section 8.03. Indemnification and Reimbursement of Fees of Fiscal Agent and Issuer. The Fiscal Agent and the Issuer shall be entitled to payment and reimbursement for fees for services rendered under this Note Issuance Agreement and all advances, reasonable counsel fees and other expenses made or incurred by the Fiscal Agent or the Issuer in connection with such services. The Fiscal Agent shall be entitled to payment and reimbursement for its reasonable fees and charges as Note Registrar for the Notes as hereinabove provided. The Fiscal Agent and the Issuer shall look solely to the Owner for the payment of such amounts as provided herein and in the Loan Agreement, and the Issuer shall not be liable therefor. The Fiscal Agent, the Noteholder and the Issuer are indemnified as provided in the Loan Agreement.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Unclaimed Moneys. Any moneys deposited with the Fiscal Agent by the Issuer, in accordance with the terms and covenants of this Note Issuance Agreement, in order to redeem or pay the Notes, and remaining unclaimed by the Noteholder at any time after two years after the date fixed for redemption or of maturity, as the case may be, shall be repaid by the Fiscal Agent to the Issuer, or to such

party (the "Designee") as is directed by the Issuer, upon its Written Request therefor; and thereafter the registered owner of the Notes shall be entitled to look only to the Issuer or the Designee for payment thereof; provided, however, that the Fiscal Agent, before being required to make any such repayment, shall, at the expense of the Owner, effect publication at least once in a newspaper of general circulation in the City of Chicago, Illinois, printed in the English language and customarily published on each Business Day, of a notice to the effect that said moneys have not been so applied and that after the date named in said notice any unclaimed balance of said moneys then remaining shall be returned to the Issuer or the Designee. If the amount remaining unclaimed has been paid by the Owner under the Owner Notes, the unclaimed amount will be paid to the Owner, and the Owner shall be the Designee (unless the Issuer has fully released the Owner under the Owner Notes).

Section 9.02. Consents of Noteholder. Any consent, request, direction, approval, objection or other instrument required by this Note Issuance Agreement to be signed and executed by the Noteholder may be executed by the Noteholder in person or by its agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Issuance Agreement, and shall be conclusive in favor of the Fiscal Agent and the Issuer with regard to any action taken by either of them under such request or other instrument, namely:

(a) the fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such writing acknowledged before him the execution thereof; or by an affidavit of any witness to such execution; and

(b) the ownership of the Notes shall be proved by the registration books maintained by the Note Registrar.

Section 9.03. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Note Issuance Agreement or the Notes is intended or shall be construed to give to any Person other than the parties hereto and the Owner any legal or equitable right, remedy or claim under or with respect to this Note Issuance Agreement or any covenants, conditions and provisions herein contained, this Note Issuance Agreement and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owner.

Section 9.04. Severability. If any provision of this Note Issuance Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections contained in this Note Issuance Agreement shall not affect the remaining portions of this Note Issuance Agreement, or any part thereof; provided, however, that no holding of invalidity shall require the Issuer to make any payments from any moneys other than Revenues.

Section 9.05. Notices. Any notice, request, complaint, demand, communication or other paper shall be in writing and shall be sufficiently given, and shall be deemed given, when delivered or mailed as provided in Section 14.3 of the Loan Agreement.

A duplicate copy of each notice required to be given hereunder by the Noteholder or the Fiscal Agent to the Issuer or the Owner shall also be given to the others. The Issuer, the Owner, the Fiscal Agent and the Noteholder may designate any further or different addresses to which subsequent notices, requests, complaints, demands, communications and other papers shall be sent.

Section 9.06. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Notes or the date fixed for prepayment of all or a portion of the Notes shall be on Saturday, Sunday or other day which is not a Business Day, then such payment need not be made on such date but may be made on the next succeeding Business Day and the Notes shall continue to bear interest until such date.

Section 9.07. Duplicates. This Note Issuance Agreement may be executed in several duplicates, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.08. Governing Law. This Note Issuance Agreement, the Notes and the rights and obligations of the parties hereunder and thereunder shall be construed in accordance with and be governed by the laws of the State of Illinois, without regard to its conflict of laws principles.

Section 9.09. Immunity of Issuer's Officers. No recourse shall be had for the payment of the principal of and interest on the Notes or for any claim based thereon or upon any obligation, covenant or agreement contained in this Note Issuance Agreement, against any past, present or future officer, official, supervisor, director, agent or employee of the Issuer, or any officer, official, supervisor, director, agent or employee of any successor public body or entity, as such, either directly or through the Issuer or any successor corporation or entity, 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 officer, official, supervisor, director, agent or employee as such is hereby expressly waived and released as a condition of and consideration for the execution of this Note Issuance Agreement and the issuance of the Notes.

Section 9.10. Continuing Assignment and Security Interest Upon Transfer of Notes. This Note Issuance Agreement shall create a continuing assignment of, and security interest in, the Security for the Notes, and shall (i) remain in full force and effect until payment in full of the Notes, (ii) be binding upon the Issuer, its successors and assigns, and (iii) inure to the benefit of the Noteholder and its successors, permitted transferees and assigns. Without limiting the generality of the foregoing clause (iii), the Noteholder may assign or otherwise transfer, subject to Section 2.13 hereof, all of the Notes held by it to any other Persons as provided in this Note Issuance Agreement, and such other Persons shall thereupon become vested with all the benefits in respect thereof granted to the Noteholder herein or otherwise upon delivery to the Issuer in writing of an acknowledgment of such other Persons of such assignment or transfer, and agreeing to accept and perform any duties or obligations imposed upon it under this Note Issuance Agreement.

Section 9.11. Amendments, Changes and Modifications. Subsequent to the initial issuance of the Notes and prior to its payment in full (or provision for payment thereof having been made in accordance with the provisions of this Note Issuance Agreement), this Note Issuance Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Noteholder, the Issuer and the Owner.

Section 9.12. Term of this Note Issuance Agreement. This Note Issuance Agreement shall be in full force and effect from the date hereof, and shall continue in effect until the indefeasible payment in full of the Notes and all other obligations due hereunder. All matters affecting the tax-exempt status of the Notes shall survive the termination of this Note Issuance Agreement.

Section 9.13. Binding Effect. This Note Issuance Agreement shall inure to the benefit of, and shall be binding upon, the Issuer and the Noteholder and their respective successors and assigns.

Section 9.14. Waivers. If any agreement contained in this Note Issuance Agreement should be breached by the Issuer and thereafter waived by the Noteholder, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. All waivers by the Noteholder of breaches hereof by the Issuer shall be in writing.

Section 9.15. Participation. (a) The Noteholder shall have the right to grant participations in or to the Notes hereunder and to the Owner Notes all without notice to or consent from the Issuer, but subject to the restriction on transfer (including, but not limited to, the provision of a Qualified Transferee Letter to the Issuer) set forth herein and in the Notes, and provided that there shall at all times be but one registered owner of all of the Notes. No holder of a participation in all or any part of the Notes and the Owner Notes shall have any rights under this Note Issuance Agreement.


(b) The Issuer hereby consents to the disclosure of any information obtained in connection herewith (i) by the Noteholder to any Person which is a participant or potential participant pursuant to clause (a) above, it being understood that the Noteholder and its assigns shall advise any such Person of its obligation to keep confidential any non-public information disclosed to it pursuant to this Section 9.15. The Noteholder shall advise the Issuer of each Person which becomes a participant pursuant to clause (a) above.

Section 9.16. Entire Agreement. This Note Issuance Agreement, together with the Owner Notes, the Loan Agreement, the Assignment and the Notes, constitutes the entire agreement among the parties with respect to the subject matter hereof, and supersedes all written or oral understandings with respect thereto.


IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

CITY OF CHICAGO

(SEAL)

By: 
Lois A. Scott, Chief Financial Officer

ATTEST:


Susana A. Mendoza, City Clerk

U.S. BANK NATIONAL ASSOCIATION,
as Noteholder

By: _____
Name: _____
Its: _____

U.S. BANK NATIONAL ASSOCIATION, as
Fiscal Agent

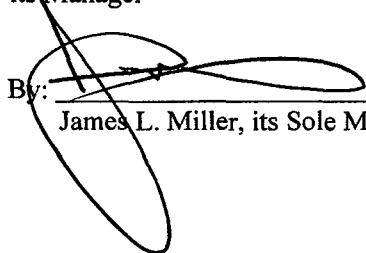
By: _____
Name: _____
Its: _____

Acknowledged and agreed to:

PARK BOULEVARD HA, LLC,
an Illinois limited liability company

By: **Park Boulevard IIA Manager, LLC,**
an Illinois limited liability company,
its Manager

By: **JLM Investment IIA LLC,**
an Illinois limited liability company,
its Manager

By: 
James L. Miller, its Sole Member

[NOTE ISSUANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

CITY OF CHICAGO

(SEAL)

ATTEST:

Susana A. Mendoza, City Clerk

By: _____
Lois A. Scott, Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION,
as Noteholder

By: _____
Name: Craig Mizushima
Its: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION, as
Fiscal Agent

By: _____
Name: Craig Mizushima
Its: Senior Vice President

Acknowledged and agreed to:

PARK BOULEVARD IIA, LLC,
an Illinois limited liability company

By: **Park Boulevard IIA Manager, LLC,**
an Illinois limited liability company,
its Manager

By: **JLM Investment IIA LLC,**
an Illinois limited liability company,
its Manager

By: _____
James L. Miller, its Sole Member

[NOTE ISSUANCE AGREEMENT]

EXHIBIT A

DEFINITIONS

“Assignment” means that certain Assignment and Security Agreement, of even date herewith, from the Issuer to the Noteholder, as the same may be amended, modified or supplemented from time to time.

“Assignments of Contracts” means, collectively, (a) that certain Assignment of Construction Contracts, of even date herewith, from the Owner to the Noteholder, (b) that certain Assignment of Architect and Engineer Contracts and Plans and Specifications, of even date herewith, from the Owner to the Noteholder, and (c) that certain Assignment of Property Management Agreement, of even date herewith, from the Owner to the Noteholder, as the same may be amended, modified or supplemented from time to time.

“Bond Counsel” means nationally recognized municipal bond counsel selected by the Issuer and reasonably acceptable to the Noteholder.

“Business Day” means other than (a) a Saturday or Sunday, or (b) a day on which banks located in the City of Chicago are authorized or required to remain closed.

“Closing Date” means June ____, 2011.

“Code” means the Internal Revenue Code of 1986, as amended.

“Construction Fund” has the meaning set forth in Section 4.02 of this Note Issuance Agreement.

“Construction Period” means the period from the Closing Date through the date of completion of the acquisition, construction, and equipping of the Project.

“Costs of the Project” means any reasonable or necessary costs incidental to the acquisition, construction, and equipping of the Project which are in compliance with the provisions of the Project Certificate, and as set forth in the Development Cost Budget. Without limiting the generality of the foregoing, such costs, to the extent permitted, may include the items listed in subparagraphs (a) through (i) of Section 9.3 of the Loan Agreement.

“Default” means any event, act or condition which, with lapse of time or the giving of notice, or both, would constitute an Event of Default.

“Designated Office” means the corporate office of the Fiscal Agent set forth in Section 9.05 of this Note Issuance Agreement, or such other address as may be specified in writing by the Fiscal Agent as provided herein.

“Determination of Taxability” means with respect to each Note (a) the receipt by the Owner of a written notice from the Noteholder or any former registered owner of such Note of the issuance of a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on such Note is includable in the Federal gross income of the taxpayer named therein (other than a taxpayer who is a “substantial user” of the facilities financed with the proceeds of the Note or a “related person” thereto within the meaning of Section 147 of the Code); (b) the receipt by the Owner of an opinion of Bond Counsel to the effect that the interest payable on such Note is includable in the Federal gross income of the taxpayer named therein; (c) the filing by the Owner with the Noteholder or the

Internal Revenue Service of any certificate, statement or other tax schedule, return or document which concludes or discloses that the interest payable on the Note, or any installment thereof, is includable in the Federal gross income of the Noteholder or any former owner of the Note (other than a taxpayer who is a “substantial user” of the facilities financed with the proceeds of the Note or a “related person” thereto within the meaning of Section 147 of the Code); or (d) any amendment, modification, addition or change shall be made in Section 103 or any other provision of the Code or in any Regulation, or any ruling shall be issued or revoked by the Internal Revenue Service, or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality, or any opinion of any Federal court or of the United States Tax Court shall be rendered, and the Noteholder or any former owner of such Note shall have notified the Owner and the Issuer in writing that, as a result of any such event or condition, Bond Counsel is unable to give an unqualified opinion that the interest payable on such Note on or after a date specified in said notice is excludable from the Federal gross income of the taxpayer named therein.

“Development Cost Budget” means the initial breakdown of the Costs of the Project prepared by the Owner and approved in writing by the Noteholder, of the total cost required to acquire, construct, and equip the Project. The analysis shall break down that total amount into the following three cost categories: (a) “land acquisition cost,” (b) “hard construction costs,” and (c) “soft costs.” The categories of “hard costs” and “soft costs” shall be further broken down by detailed line items, each for a specific type of cost associated with the Project.

“Dollars” means United States Dollars.

“Eligible Investment” means, to the extent permitted by the applicable laws and regulations of the Issuer and the State of Illinois, Issuer investment policy and with the approval of the Noteholder, any one or more of the following: (1) Government Obligations; (2) interest-bearing accounts at U.S. Bank National Association; (3) interest in money market mutual funds registered under the Investment Company Act of 1940, as amended; provided, that the governing instrument or order directs, requires, authorizes or permits investment in obligations described in (1) above and to repurchase agreements fully collateralized by such obligations; and (4) such other investments approved in writing by the Owner, the Issuer and the Noteholder.

“Environmental Indemnity Agreement” means the Environmental Indemnity Agreement of even date herewith from the Issuer and the Owner in favor of the Noteholder, as amended from time to time.

“Event of Default” means (a) with respect to the Loan Agreement, those events of default specified in Section 12.1 of the Loan Agreement, and (b) with respect to this Note Issuance Agreement, those events of default specified in Section 7.01 of this Note Issuance Agreement.

“Fiscal Agent” means U.S. Bank National Association, a national banking association, and its successors and any corporation or association resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor fiscal agent at the time serving as such under this Note Issuance Agreement.

“GAAP” or “generally accepted accounting principles” means generally accepted accounting principles as defined by the Financial Accounting Standards Board.

“Government Obligations” means direct obligations of, and obligations fully guaranteed as to the timely payment of principal and interest by the full faith and credit of, the United States of America or any agency or instrumentality thereof when such obligations are backed by the full faith and credit of the United States of America.

“Governmental Body” means the United States of America, the State of Illinois and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them which exercises jurisdiction over the Project, the use of improvements thereto or the availability of ingress or egress thereto or of gas, water, electricity, sewerage or other utility facilities therefor.

“Government Regulation” means any law, ordinance, order, rule or regulation of a Governmental Body.

“Ground Lease” means, the Ground Lease for the Project between the Chicago Housing Authority, as lessor, and Stateway Community Partners, Inc., an Illinois not for profit corporation, as lessee, with the rights and obligations of the lessee thereunder assigned to and assumed by the Owner, as the same may be supplemented or amended.

“Guarantor” means one or more of (i) Stateway Associates IIA LLC, (ii) JLM Investment IIA LLC, and/or (iii) Walsh Ventures Management IIA LLC.

“Guaranty Agreement” means the Guaranty Agreement dated as of June 1, 2011 from each Guarantor in favor of the Issuer and the Noteholder.

“Indebtedness” means, with respect to any Person, as of the date of determination thereof (a) all of such Person’s indebtedness for borrowed money; (b) all indebtedness of such Person or any other Person secured by any Lien with respect to any Property owned or held by such Person, regardless whether the indebtedness secured thereby shall have been assumed by such Person; (c) all indebtedness of other Persons which such Person has directly or indirectly guaranteed (whether by discount or otherwise), endorsed (otherwise than for collection or deposit in the ordinary course of operations), discounted with recourse to such Person or with respect to which such Person is otherwise directly or indirectly, absolutely or contingently, liable, including indebtedness in effect guaranteed by such Person through any agreement (contingent or otherwise) to (i) purchase, repurchase or otherwise acquire such Indebtedness or any security therefor, (ii) provide funds for the payment or discharge of such indebtedness or any other liability of the obligor of such indebtedness (whether in the form of loans, advances, stock purchases, capital contribution or otherwise), (iii) maintain the solvency of any balance sheet or other financial condition of the obligor of such indebtedness, or (iv) make payment for any products, materials or supplies or for any transportation or services regardless of the nondelivery or nonfurnishing thereof, if in any such case the purpose or intent of such agreement is to provide assurance that such indebtedness will be paid or discharged or that any agreements relating thereto will be complied with or that the holders of such indebtedness will be protected against loss in respect thereof; (d) all of such Person’s capitalized lease obligations; (e) all actual or contingent reimbursement obligations with respect to letters of credit issued for such Person’s account; and (f) all other items which, in accordance with GAAP, would be included as liabilities on the liability side of the balance sheet of such Person.

“Indemnified Persons” has the meaning given to such term in Section 13.1 of the Loan Agreement.

“Interest Payment Date” means each date for the payment of interest on the Notes as determined pursuant to Section 2.04 of this Note Issuance Agreement.

“Investor Letter” means a letter substantially in the form of Exhibit E hereto.

“Investor Member” has the meaning given to such term in Section 1.1 of the Loan Agreement.

“Issuer” means the City of Chicago, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois, and any successor body to the duties or functions of said Issuer.

“Issuer Reserved Rights” means (1) rights under Sections 4.1, 7.4, 7.5, 12.4, 12.5, 12.6, 13.1, 14.6, 14.7 and 14.12 of the Loan Agreement, which rights may be enforced directly by the Issuer and, where appropriate, also by the Noteholder, (2) the Issuer’s right to consent to amendments of the Loan Agreement and the Owner Notes, and (3) the Issuer’s right to receive additional notices as provided in the Loan Agreement, which rights may be enforced directly by the Issuer and, where appropriate, also by the Noteholder.

“Land Use Restriction Agreement” means, the Land Use Restriction Agreement, dated as of June 1, 2011, between the Issuer and the Owner, as the same may be amended, modified or supplemented from time to time.

“LIBOR Monthly Rate” shall have the meaning set forth in Section 2.03(c) hereof

“Lien” means any mortgage, pledge, lien, hypothecation, security interest or other charge, encumbrance or preferential arrangement, including the retained security title of a conditional vendor or lessor.

“Loan” shall mean, with respect to the Series 2011A Note, the loan of the proceeds thereof to the Owner and, with respect to the Series 2011B Note, the loan of the proceeds thereof to the Owner, under the Loan Agreement

“Loan Agreement” means that certain Loan Agreement, of even date herewith, between the Issuer and the Owner, as the same may be amended, modified or supplemented from time to time.

“Maturity Date” means July 1, 2013, subject to extension to January 1, 2014 pursuant to Section 2.02(g) hereof

“Maximum Rate” means twelve percent (12%) per annum.

“Mortgage” has the meaning assigned to such term in the Loan Agreement.

“Note Issuance Agreement” means this Note Issuance Agreement, among the Issuer, the Noteholder and the Fiscal Agent, as the same may be amended, modified or supplemented from time to time.

“Noteholder” means U.S. Bank National Association, a national banking association, and its successors and assigns as the registered owner of the Notes. There shall only be one Noteholder at a time hereunder, provided that the Noteholder may sell, subject to applicable law, participations in the Notes.

“Note Registrar” means U.S. Bank National Association, a national banking association, as registrar of the Notes pursuant to Section 2.13 of this Note Issuance Agreement, and any successors thereto which shall, from time to time, be appointed by the Issuer.

“Notes” means, collectively, the Series 2011A Note and the Series 2011B Notes. All of the Notes are secured by the Security for the Notes, except as may otherwise be expressly provided herein.

“Ordinance” means the ordinance duly adopted by the City Council of the Issuer on [June 8], 2011, authorizing, among other things, the execution and delivery of this Note Issuance Agreement, the Loan Agreement, and the Land Use Restriction Agreement and the issuance of the Notes.

“Outstanding” means all Notes which have not been finally and fully paid hereunder.

“Owner” means Park Boulevard IIA, LLC, an Illinois limited liability company, and its successors and assigns.

“Owner Collateral Documents” means, collectively, (a) the Mortgage, (b) the Pledge Agreement, (c) the Security Agreement, (d) the Assignment, (e) the Assignments of Contracts, (f) the Environmental Indemnity Agreement; (g) the Subordination Agreement(s), (h) the Guaranty, and (i) such other collateral security documents as the Noteholder may require.

“Owner Notes” means, collectively, the Series 2011A Owner Note and the Series 2011B Owner Note, as the same may be amended, modified or supplemented from time to time.

“Past Due Rate” means a fluctuating rate per annum equal to the LIBOR Monthly Rate or the Prime Rate (as defined in Section 2.03(d) hereof), as applicable, plus plus four hundred (400) basis points, but in no event greater than the Maximum Rate.

“Permanent Loan” means the amortizing term loan in an amount not to exceed \$1,350,000 to be made by the Noteholder to the Owner upon completion and stabilization of the Project and upon the satisfaction of certain other conditions as determined by the Noteholder and secured by a first priority mortgage and security interest encumbering the Project and the Property.

“Permitted Exceptions” has the meaning given to such term in Section 10.2 of the Loan Agreement.

“Person” means an individual, partnership, joint venture, corporation, trust, limited liability company, unincorporated organization or foundation, and a governmental agency or political subdivision thereof

“Pledge Agreement” means the Pledge Agreement, dated as of June 1, 2011, among the Owner, the Chicago Housing Authority and U.S. Bank National Association, as Escrow Agent.

“Premises” means the real estate located within the corporate boundaries of the City of Chicago, Illinois, which is described in Exhibit C hereto, and any additional real estate that from time to time may be acquired, including all buildings, structures and other improvements now and hereafter located thereon, which constitutes the site of the Project.

“Prime Rate” means, on any day, the rate of interest per annum then most recently established by the Noteholder as its “prime rate.” Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Noteholder to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and the Noteholder may make various business or other loans at rates of interest having no relationship to such rate. Each time the Prime Rate changes, the per annum rate of interest on the Notes shall change immediately and contemporaneously with such change in the Prime Rate. If the Noteholder (including any subsequent holder of the Notes) ceases to exist or to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported

in *The Wall Street Journal* (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

“Project” means the multi-family housing project to be developed on the Premises, consisting of four (4) buildings containing a total of approximately 128 residential dwelling units and related common facilities, located in the City on the southwest corner of South State Street and West 36th Street.

“Project Certificate” means that certain Project Certificate of the Owner relating to the Project.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, all cash and pledge receivables.

“Qualified Transferee” means a “qualified institutional buyer” as defined in Rule 144A promulgated under the United States Securities Act of 1933, as amended, executing and delivering to the Issuer a Qualified Transferee Letter.

“Qualified Transferee Letter” means a letter substantially in the form of Exhibit D hereto.

“Rating Agency” means Standard & Poor’s Ratings Services or Moody’s Investors Service, and their respective successors and assigns.

“Regulations” mean any regulations promulgated or proposed by the Internal Revenue Service under Sections 103 and 141 through 150 of the Code, as amended.

“Revenues” means (a) all payments of principal and interest made on the Owner Notes (other than those relating to the obligation of the Owner to rebate certain investment income to the United States Government pursuant to Section 148 of the Code), (b) all moneys held in any fund established under this Note Issuance Agreement, including investment income earned thereon, (c) all moneys received by the Noteholder pursuant to the provisions of the Loan Agreement and the Owner Collateral Documents, and (d) any other moneys received or held by the Noteholder or the Fiscal Agent with respect to the Project.

“Security Agreement” means the Security Agreement (Assignment of Membership Interests), dated as of June 1, 2011, for the benefit of the Noteholder.

“Security for the Notes” means the property described in the granting clauses of this Note Issuance Agreement.

“Series 2011A Alternate Rate” mean the lesser of (i) the Prime Rate and (ii) the Maximum Rate.

“Series 2011A Note” means the Issuer’s \$14,857,000 Multi-Family Housing Revenue Note (Park Boulevard 2A Project), Series 2011A, issued under the Ordinance and secured by this Note Issuance Agreement and by the Assignment and the other Security for the Notes, substantially in the form of Exhibit B-1 to this Note Issuance Agreement, as the same may be amended, modified or supplemented from time to time.

“Series 2011A Construction Account” has the meaning set forth in Section 4.02 of this Note Issuance Agreement.

“Series 2011A Disbursement Conditions” means the conditions to disbursement of the proceeds of the Series 2011A Note as set forth in the Loan Agreement.

“Series 2011A Interest Rate” means a floating rate equal to the lesser of (i) the LIBOR Monthly Rate plus 1.50% per annum and (ii) the Maximum Rate.

“Series 2011A Owner Note” means the promissory note of the Owner, of even date herewith, payable to the order of the Issuer in the principal amount of \$14,857,000, substantially in the form of Exhibit A-1 to the Loan Agreement, as the same may be amended, modified or supplemented from time to time.

“Series 2011A - Specific Revenues” means all amounts due the Noteholder under the Pledge Agreement, all amounts payable by the Owner under the Series 2011A Owner Note and all amounts on deposit in the Series 2011A Constmction Account.

“Series 2011B Altemate Rate” means the lesser of (i) the Prime Rate and (ii) the Maximum Rate.

“Series 2011B Arbitrage Certificate” means the Arbitrage Certificate, dated as of the date of issuance of the Series 2011B Note, between the Issuer and the Owner, as amended from time to time.

“Series 2011B Note” means the Issuer’s \$6,143,000 Multi-Family Housing Revenue Note (Park Boulevard 2A Project), Series 2011B, issued under the Ordinance and secured by this Note Issuance Agreement and by the Assignment and the other Security for the Notes, substantially in the form of Exhibit B-2 to this Note Issuance Agreement, as the same may be amended, modified or supplemented from time to time.

“Series 2011B Constmction Account” has the meaning set forth in Section 4.02 of this Note Issuance Agreement.

“Series 2011B Disbursement Conditions” means the conditions to the disbursement of the proceeds of the Series 2011B Note as set forth in the Loan Agreement.

“Series 2011B Interest Rate” means a floating rate equal to the lesser of (i) the LIBOR Monthly Rate plus 3.50% per annum and (ii) the Maximum Rate.

“Series 2011B Owner Note” means the promissory note of the Owner, of even date herewith, payable to the order of the Issuer in the principal amount of \$5,708,791, substantially in the form of Exhibit A-2 to the Loan Agreement, as the same may be amended, modified or supplemented from time to time.

“Series 2011B - Specific Revenues” means the second Equity Installment, all amounts payable by the Owner under the Series 2011B Note, and all amounts on deposit in the Series 2011B Construction Account.

“Subordination Agreement” means the Subordination Agreement(s), dated as of June ___, 2011, among the Owner, the Noteholder, and the holders of any mortgages securing any other indebtedness contemplated in this Note Issuance Agreement or in the Loan Agreement.

“Tax Agreement” means the Tax Regulatory Agreement, dated as of the date of issuance of the Notes, between the Issuer and the Owner, as amended from time to time.

“Telerate Page 3750” means the British Bankers Association Libor Rates (determined at 11:00 a.m. London, England time) that are published by Bridge Information Systems, Inc.

“Unmatured Event(s) of Default” means an event(s) that with notice or the passage of time, or both, could become an Event of Default.

“Written Request” means (a) with reference to the Issuer, a request in writing signed by its Chairman or any other officer or official designated by the Issuer, and (b) with reference to the Owner or the Noteholder, a request in writing signed by the authorized representative of the Owner or the Noteholder, as applicable.

EXHIBIT B-1

FORM OF SERIES 2011A NOTE

THIS NOTE IS TRANSFERABLE ONLY AS A WHOLE AS PROVIDED HEREIN

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
CITY OF CHICAGO**

**MULTI-FAMILY HOUSING REVENUE NOTE
(PARK BOULEVARD 2A PROJECT), SERIES 2011A**

PAYABLE BY THE ISSUER SOLELY AND ONLY FROM REVENUES REFERRED TO HEREIN, INCLUDING, WITHOUT LIMITATION, REVENUES AND RECEIPTS DERIVED FROM AND PURSUANT TO THE LOAN AGREEMENT, THE OWNER NOTES AND THE SECURITY DOCUMENTS REFERRED TO HEREIN.

THIS SERIES 2011A NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. ACCORDINGLY, THIS SERIES 2011A NOTE MAY BE SOLD OR OTHERWISE TRANSFERRED ONLY IN TRANSACTIONS IN WHICH THIS SERIES 2011A NOTE IS REGISTERED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR IN TRANSACTIONS IN WHICH THIS SERIES 2011A NOTE IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THE ISSUER HAS NOT UNDERTAKEN ANY OBLIGATION TO CAUSE THIS SERIES 2011A NOTE TO BE REGISTERED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, OR TO COMPLY WITH ANY EXEMPTION THAT MAY BE AVAILABLE UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, INCLUDING, WITHOUT LIMITATION, RULE 144A UNDER THE SECURITIES ACT. THE REGISTERED OWNER OF THIS SERIES 2011A NOTE AGREES THAT ANY TRANSFER OF THIS SERIES 2011A NOTE WILL BE IN ACCORDANCE WITH THE PROVISIONS OF THE NOTE ISSUANCE AGREEMENT.

No. RA-1

Dated: June ____, 2011

\$14,857,000

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF CHICAGO, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, promises to pay (but only out of the source hereinafter described) to U.S. BANK NATIONAL ASSOCIATION, a national banking association, or registered assigns (the "Noteholder"), the unrepaid portion of the principal amount specified above which has been advanced pursuant to the Note Issuance Agreement (as described herein, the "Advanced Principal") on July 1, 2013, except to the extent that the provisions hereinafter set forth with respect to redemption prior to maturity or extension of maturity may become applicable hereto, and to pay (but only out of the sources hereinafter described) interest on the unpaid Advanced Principal balance hereof from the date or dates such principal was advanced as follows. Interest shall be computed on the unpaid Advanced Principal balance of this Series 2011A Note at a floating rate as provided in the Note Issuance Agreement payable on the first day of each month, at redemption and on the Maturity Date, commencing on the first day of the month following the date hereof

This Series 2011A Note is the "Series 2011A Note" described in, and is subject to the terms and provisions of the Note Issuance Agreement (the "Note Issuance Agreement"), dated as of June 1, 2011, among the Issuer, the Noteholder and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"), and payment of this Series 2011A Note is secured as described in the Note Issuance Agreement. Capitalized terms not defined herein have the same meaning as given in the Note Issuance Agreement. Reference is hereby made to the Note Issuance Agreement for a statement of the prepayment rights and obligations of the undersigned, a description of the security therefor, and for a statement of the terms and conditions under which the due date of this Series 2011A Note may be accelerated. Upon the occurrence of any Event of Default as specified in the Note Issuance Agreement, the principal balance hereof and the interest accrued hereon may be declared to be forthwith due and payable.

This Series 2011A Note, together with the Issuer's "Series 2011B Note" (as defined in the Note Issuance Agreement) is secured by the Security for the Notes as provided in the Note Issuance Agreement. The Series 2011A Note and the Series 2011B Note are hereby collectively referred to as the "Notes."

Notwithstanding anything herein or in the Note Issuance Agreement to the contrary, if the Issuer shall fail to make any of the payments required to be made by it under this Series 2011A Note, such payments shall continue as a limited obligation of the Issuer until the amount in default shall have been fully paid and interest on this Series 2011A Note shall continue to accrue at the rate specified in the Note Issuance Agreement from the date such payment was due until the date such payment is made or the date this Series 2011A Note has been repaid in full, whichever is earlier.

In any case where the date of payment of interest on or principal of this Series 2011A Note or the date fixed for prepayment of all or a portion of this Series 2011A Note shall not be a Business Day, then such payment need not be made on such date but may be made on the next succeeding Business Day and this Series 2011A Note shall continue to bear interest until such date.

All funds received by the Noteholder pursuant to any right given or action taken under this Series 2011A Note, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Noteholder, shall be applied first to interest on the unpaid principal balance and the remainder to principal remaining due under this Series 2011A Note. Notwithstanding any other provision of this Series 2011A Note or the Note Issuance Agreement to the contrary, funds received by the Noteholder may be applied (a) so long as an Event of Default has not occurred and is not continuing, with respect to the payment then due under this Series 2011A Note if due, or, if all such payments have been made may be applied as directed by the Owner (defined herein), and (b) if an Event of Default has occurred and is continuing, as directed and in such order as determined by the Noteholder.

This Series 2011A Note is issued for the purpose of funding a loan by the Issuer to Park Boulevard IIA, LLC, an Illinois limited liability company (the "Owner") pursuant to the Loan Agreement dated as of June 1, 2011 (the "Loan Agreement") between the Issuer and the Owner for the purpose of financing a portion of the costs of acquiring, constructing, and equipping the Project (as defined in the Note Issuance Agreement). The terms and conditions of the acquisition, construction, and equipping of the Project, the loan of the proceeds of this Series 2011A Note to the Owner for such purpose, the issuance of this Series 2011A Note, and the terms upon which the Notes are issued and secured are contained in the Note Issuance Agreement and the Loan Agreement.

This Series 2011A Note shall only be transferable in whole to a Qualified Transferee delivering to the Issuer a Qualified Transferee Letter in the form of Exhibit D to the Note Issuance Agreement.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution, delivery of and the issuance of this Series 2011A Note do exist, have happened and have been performed in due time, form and manner as required by law; and that the issuance of this Series 2011A Note, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

This Series 2011A Note is issued pursuant to an Ordinance adopted by the City Council of the Issuer on June 8, 2011. The Series 2011A Note shall not be a debt of any city, village, incorporated town, county, the State of Illinois or any political subdivision thereof and neither the city, village, incorporated town or the county, nor the State of Illinois or any political subdivision thereof shall be liable thereon, nor in any event shall the Series 2011A Note be payable out of any funds or properties other than those of the Issuer. The Series 2011A Note shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The Series 2011A Note has been issued by the Issuer to aid in financing a housing project to provide dwelling accommodations for persons of low and moderate income.

As provided in the Note Issuance Agreement, this Series 2011A Note is subject to prepayment, in whole or in part, and with or without premium, as specified and subject to the limitations set forth in the Note Issuance Agreement. The Issuer agrees to make required prepayments on account of this Series 2011A Note in accordance with the provisions of the Note Issuance Agreement.

This Series 2011A Note and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of Illinois, without regard to its conflict of laws principles.

The Noteholder shall note on the payment record attached as Schedule A hereto the date and amount of each payment of principal (whether at maturity or upon acceleration or prior redemption) and of interest paid, and of any principal and interest theretofore paid and not yet noted thereon. The information so recorded shall be rebuttable presumptive evidence of the accuracy thereof absent manifest error. The failure to so record any such information or any error in so recording any such information shall not, however, limit or otherwise affect the obligations of the Issuer hereunder to repay the principal amount hereunder together with all interest accruing hereon.

IN WITNESS WHEREOF, the City of Chicago has caused this Note to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, all as of the date of delivery of this Note.

CITY OF CHICAGO

(SEAL)

By: _____
Mayor

ATTEST:

City Clerk

(Form of Fiscal Agent's Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This Series 2011A Note is the "Series 2011A Note" described in the within mentioned Note Issuance Agreement.

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

Date of Authentication: _____, 2011

SCHEDULE A

[illegible]

(End of Series 2011A Note Form)

EXHIBIT B-2

FORM OF SERIES 2011B NOTE

THIS NOTE IS TRANSFERABLE ONLY AS A WHOLE AS PROVIDED HEREIN

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
CITY OF CHICAGO**

**MULTI-FAMILY HOUSING REVENUE NOTE
(PARK BOULEVARD 2A PROJECT), SERIES 2011B**

PAYABLE BY THE ISSUER SOLELY AND ONLY FROM REVENUES REFERRED TO HEREIN, INCLUDING, WITHOUT LIMITATION, REVENUES AND RECEIPTS DERIVED FROM AND PURSUANT TO THE LOAN AGREEMENT, THE OWNER NOTES AND THE SECURITY DOCUMENTS REFERRED TO HEREIN.

THIS SERIES 2011B NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. ACCORDINGLY, THIS SERIES 2011B NOTE MAY BE SOLD OR OTHERWISE TRANSFERRED ONLY IN TRANSACTIONS IN WHICH THIS SERIES 2011B NOTE IS REGISTERED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR IN TRANSACTIONS IN WHICH THIS SERIES 2011B NOTE IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THE ISSUER HAS NOT UNDERTAKEN ANY OBLIGATION TO CAUSE THIS SERIES 2011B NOTE TO BE REGISTERED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, OR TO COMPLY WITH ANY EXEMPTION THAT MAY BE AVAILABLE UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS, INCLUDING, WITHOUT LIMITATION, RULE 144A UNDER THE SECURITIES ACT. THE REGISTERED OWNER OF THIS SERIES 2011B NOTE AGREES THAT ANY TRANSFER OF THIS SERIES 2011B NOTE WILL BE IN ACCORDANCE WITH THE PROVISIONS OF THE NOTE ISSUANCE AGREEMENT

No. RB-1

Dated: June ___, 2011

\$6,143,000

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF CHICAGO, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, promises to pay (but only out of the source hereinafter described) to U.S. BANK NATIONAL ASSOCIATION, a national banking association, or registered assigns (the "Noteholder"), the unrepaid portion of the principal amount specified above which has been advanced pursuant to the Note Issuance Agreement (as described herein, the "Advanced Principal") on July 1, 2013, except to the extent that the provisions hereinafter set forth with respect to redemption prior to maturity or extension of maturity may become applicable hereto, and to pay (but only out of the sources hereinafter described) interest on the unpaid Advanced Principal balance hereof from the date or dates such principal was advanced as follows. Interest shall be computed on the unpaid Advanced Principal balance of this Series 2011B Note at a floating rate as provided in the Note Issuance Agreement payable on the first day of each month, at redemption and on the Maturity Date, commencing on the first day of the month following the date hereof

This Series 2011B Note is the "Series 2011B Note" described in, and is subject to the terms and provisions of the Note Issuance Agreement (the "Note Issuance Agreement"), dated as of June 1, 2011, among the Issuer, the Noteholder and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"), and payment of this Series 2011B Note is secured as described in the Note Issuance Agreement. Capitalized terms not defined herein have the same meaning as given in the Note Issuance Agreement. Reference is hereby made to the Note Issuance Agreement for a statement of the prepayment rights and obligations of the undersigned, a description of the security therefor, and for a statement of the terms and conditions under which the due date of this Series 2011B Note may be accelerated. Upon the occurrence of any Event of Default as specified in the Note Issuance Agreement, the principal balance hereof and the interest accrued hereon may be declared to be forthwith due and payable.

This Series 2011B Note, together with the Issuer's "Series 2011A Note" (as defined in the Note Issuance Agreement) is secured by the Security for the Note as provided in the Note Issuance Agreement. The Series 2011A Note and the Series 2011B Note are hereby collectively referred to as the "Notes."

Notwithstanding anything herein or in the Note Issuance Agreement to the contrary, if the Issuer shall fail to make any of the payments required to be made by it under this Series 2011B Note, such payments shall continue as a limited obligation of the Issuer until the amount in default shall have been fully paid and interest on this Series 2011B Note shall continue to accrue at the rate specified in the Note Issuance Agreement from the date such payment was due until the date such payment is made or the date this Series 2011B Note has been repaid in full, whichever is earlier.

In any case where the date of payment of interest on or principal of this Series 2011B Note or the date fixed for prepayment of all or a portion of this Series 2011B Note shall not be a Business Day, then such payment need not be made on such date but may be made on the next succeeding Business Day and this Series 2011B Note shall continue to bear interest until such date.

All funds received by the Noteholder pursuant to any right given or action taken under this Series 2011B Note, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Noteholder, shall be applied first to interest on the unpaid principal balance and the remainder to principal remaining due under this Series 2011B Note. Notwithstanding any other provision of this Series 2011B Note or the Note Issuance Agreement to the contrary, funds received by the Noteholder may be applied (a) so long as an Event of Default has not occurred and is not continuing, with respect to the payment then due under this Series 2011B Note if due, or, if all such payments have been made may be applied as directed by the Owner (defined below), and (b) if an Event of Default has occurred and is continuing, as directed and in such order as determined by the Noteholder.

This Series 2011B Note is issued for the purpose of funding a loan by the Issuer to Park Boulevard IIA, LLC, an Illinois limited liability company (the "Owner") pursuant to the Loan Agreement dated as of June 1, 2011 (the "Loan Agreement") between the Issuer and the Owner for the purpose of financing a portion of the costs of acquiring, constructing, and equipping the Project (as defined in the Note Issuance Agreement). The terms and conditions of the acquisition, construction, and equipping of the Project, the loan of the proceeds of this Series 2011B Note to the Owner for such purpose, the issuance of this Series 2011B Note, and the terms upon which the Notes are issued and secured are contained in the Note Issuance Agreement and the Loan Agreement.

This Series 2011B Note shall only be transferable in whole to a **Qualified Transferee** delivering to the Issuer a **Qualified Transferee Letter** in the form of **Exhibit D** to the Note Issuance Agreement.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution, delivery of and the issuance of this Series 2011B Note do exist, have happened and have been performed in due time, form and manner as required by law; and that the issuance of this Series 2011B Note, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

This Series 2011B Note is issued pursuant to an Ordinance adopted by the City Council of the Issuer on June 8, 2011. The Series 2011B Note shall not be a debt of any city, village, incorporated town, county, the State of Illinois or any political subdivision thereof and neither the city, village, incorporated town or the county, nor the State of Illinois or any political subdivision thereof shall be liable thereon, nor in any event shall the Series 2011B Note be payable out of any funds or properties other than those of the Issuer. The Series 2011B Note shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The Series 2011B Note has been issued by the Issuer to aid in financing a housing project to provide dwelling accommodations for persons of low income.

As provided in the Note Issuance Agreement, this Series 2011B Note is subject to prepayment, in whole or in part, and with or without premium, as specified and subject to the limitations set forth in the Note Issuance Agreement. The Issuer agrees to make required prepayments on account of this Series 2011B Note in accordance with the provisions of the Note Issuance Agreement.

This Series 2011B Note and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of Illinois, without regard to its conflict of laws principles.

The Noteholder shall note on the payment record attached as Schedule A hereto the date and amount of each payment of principal (whether at maturity or upon acceleration or prior redemption) and of interest paid, and of any principal and interest theretofore paid and not yet noted thereon. The information so recorded shall be rebuttable presumptive evidence of the accuracy thereof absent manifest error. The failure to so record any such information or any error in so recording any such information shall not, however, limit or otherwise affect the obligations of the Issuer hereunder to repay the principal amount hereunder together with all interest accruing hereon.

IN WITNESS WHEREOF, the City of Chicago has caused this Note to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, all as of the date of delivery of this Note.

CITY OF CHICAGO

By: _____
Mayor

(SEAL)

Attest:

City Clerk

(Form of Fiscal Agent's Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This Series 2011B Note is the "Series 2011B Note" described in the within mentioned Note Issuance Agreement.

U.S. BANK NATIONAL ASSOCIATION, as Fiscal
Agent

By: _____
Authorized Signatory

Date of Authentication: _____, 2011

SCHEDULE A

[illegible]

(End of Series 201 IB Note Form)

EXHIBIT C

LEGAL DESCRIPTION

Leasehold Estate created by the Ground Lease dated as of June 1, 2011 and recorded contemporaneously herewith, made by and between Chicago Housing Authority, an Illinois municipal corporation, as Landlord, and Stateway Community Partners, an Illinois not for profit corporation, as Tenant, as amended by Assignment and Assumption and Amendment of Ground Lease dated as of June 1, 2011 and recorded contemporaneously herewith, made by and between Stateway Community Partners, an Illinois not for profit corporation, and Park Boulevard IIA, LLC, an Illinois limited liability company, and joined in by Chicago Housing Authority, an Illinois municipal corporation, said Ground Lease as amended herein referred to as the "Lease", which Lease demises the Land (described below) and all improvements located on the Land as of the date of the Lease for a term of 99 years commencing on the date of the Lease and ending May 31, 2110.

The Land:

Parcel 1:

Lots 1, 2 and 3 in Block G in Stateway Gardens Phase 1, being a subdivision in Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded August 19, 2005 as document number 0523145025, in Cook County, Illinois.
PIN: 17-33-408-049-0000, 17-33-408-050-0000, 17-33-408-051-0000
Address: 17 W. 36th Street, Chicago, IL

Parcel 2:

Lot 20 in Stateway Gardens Phase II-A, being a subdivision of part of Vacated West 37th Street in Canal Trustee's Subdivision, and part of Vacated South Dearborn Street, part of Block 4 and part of the Vacated Alley in said Block 4, in the Subdivision of Block 17 in Canal Trustee's Subdivision aforesaid, all in Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded June 21, 2011 as document number 1117245033, in Cook County, Illinois.
PIN: 17-33-408-052-0000

Address: 3604 S. State Street, Chicago, IL

Parcel 3:

Lot 19 in Stateway Gardens Phase II-A, being a subdivision of part of Vacated West 37th Street in Canal Trustee's Subdivision, and part of Vacated South Dearborn Street, part of Block 4 and part of the Vacated Alley in said Block 4, in the Subdivision of Block 17 in Canal Trustee's Subdivision aforesaid, all in Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded June 21, 2011 as document number 1117245033, in Cook County, Illinois.

PIN: 17-33-408-052-0000

Address: 3610 and 3622 S. State Street, Chicago, IL

EXHIBIT D

FORM OF QUALIFIED TRANSFEREE LETTER

[Letterhead of Investor]

[Date]

City of Chicago
Department of Finance
33 N. LaSalle Street, 6th Floor
Chicago, Illinois 60602
Attention: Jeremy Fine

Re: \$14,857,000
City of Chicago
Multi-Family Housing Revenue Notes
(Park Boulevard 2A Project), Series 2011A

\$6,143,000
City of Chicago
Multi-Family Housing Revenue Notes
(Park Boulevard 2A Project), Series 2011B

Ladies and Gentlemen:

The undersigned (the "Investor") hereby represents and warrants to you as follows:

1. The Investor proposes to purchase the above-referenced Notes (the "Notes") issued pursuant to that certain Note Issuance Agreement, dated as of June 1, 2011 (the "Note Issuance Agreement"), among the City of Chicago (the "Issuer"), U.S. Bank National Association, as Noteholder, and U.S. Bank National Association, as Fiscal Agent. The Investor understands that the Notes have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state, and will be sold to the Investor as a whole in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Investor set forth herein.

2. The Investor has sufficient knowledge and experience in business and financial matters in general, and investments such as the Notes in particular, and is capable of evaluating the merits and risks involved in an investment in the Notes. The Investor is able to bear the economic risk of, and an entire loss of, an investment in the Notes.

3. The Investor is purchasing the Notes solely for its own account for investment purposes and has no intention to resell or distribute the Notes; provided that the Investor reserves the right to transfer or dispose of the Notes, as a whole, at any time, and from time to time, in its complete and sole discretion, subject, however, to the restrictions described in paragraphs 4, 5 and 6 of this letter.

4. The Investor agrees that it will only offer, sell, pledge, transfer or exchange the Notes (or any legal or beneficial interest therein) (i) in accordance with an available exemption from the registration requirements of Section 5 of the 1933 Act, (ii) in accordance with any

applicable state securities laws, and (iii) in accordance with the provisions of the Notes and the Note Issuance Agreement.

5. The Investor is a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act ("Rule 144A"); it is aware that the sale of the Notes to it is made in reliance on Rule 144A, and understands that the Notes may be offered, resold, pledged or transferred only (1)(i) to a person who is a "qualified institutional buyer," as defined in Rule 144A, in compliance with Rule 144A, or (ii) pursuant to another exemption from registration under the 1933 Act; and (2) as a whole in compliance with the Notes, the Note Issuance Agreement and applicable state securities laws.

6. If the Investor sells the Notes (or any legal or beneficial interest therein), the Investor or its agent will obtain for your benefit, and deliver to you, from any subsequent purchaser a Qualified Transferee Letter in the form of Exhibit D to the Note Issuance Agreement or such other materials (including, but not limited to, an opinion of counsel) as are required by you to evidence compliance of such sale and purchase with the requirements of the 1933 Act effecting an exemption from registration. The Investor hereby agrees to indemnify the Issuer against any failure by the Investor to transfer the Notes in accordance with the restrictions relating thereto set forth in the Note Issuance Agreement and the Notes.

Very truly yours,

[Name of Investor]

Dated: _____

By: _____
Name: _____
Title: _____

_____, 2011

5. The Investor understands that the Notes may be offered, resold, pledged or transferred only (1)(i) to a person who is a "qualified institutional buyer," as defined in Rule 144A (promulgated under the 1933 Act), in compliance with Rule 144A, or (ii) pursuant to another exemption from registration under the 1933 Act; and (2) as a whole in compliance with the Notes, the Note Issuance Agreement and applicable state securities laws.

6. The Investor acknowledges that it has had access to such financial and other information, and has been afforded the opportunity to ask such questions of representatives of the Issuer and the Owner (as defined in the Note Issuance Agreement), and receive answers thereto, as the Investor deems necessary in order to evaluate the merits and risks involved in an investment in the Notes.

7. If the Investor sells the Notes (or any legal or beneficial interest therein), the Investor or its agent will obtain for your benefit, and deliver to you, from any subsequent purchaser a Qualified Transferee Letter in the form of Exhibit D to the Note Issuance Agreement, or such other materials (including, but not limited to, an opinion of counsel) as are required by you to evidence the compliance of such sale and purchase with the requirements of the 1933 Act effecting an exemption from registration. The Investor hereby agrees to indemnify the Issuer against any failure by the Investor to transfer the Notes in accordance with the restrictions relating thereto set forth in the Note Issuance Agreement and the Notes.

Very truly yours,

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name:

Title:

EXHIBIT F

FORM OF DISBURSEMENT NOTICE

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Email Address: *crystal.maher@cityofchicago.org*

Re: \$14,857,000 City of Chicago Multi-Family Housing Revenue Note (Park Boulevard 2A Project), Series 2011A and \$6,143,000 City of Chicago Multi-Family Housing Revenue Note (Park Boulevard 2A Project), Series 2011B

The undersigned is the Noteholder and the Fiscal Agent under that certain Note Issuance Agreement with the City of Chicago, dated as of June 1, 2011, pursuant to which the City issued its \$14,857,000 City of Chicago Multi-Family Housing Revenue Note (Park Boulevard 2A Project), Series 2011A (the "Series 2011A Note") and \$6,143,000 City of Chicago Multi-Family Housing Revenue Note (Park Boulevard 2A Project), Series 2011B (the "Series 2011B Note," and collectively, the "Notes") and the Notes were privately placed with the Noteholder.

The Notes were issued by the City and purchased by the Noteholder on a "draw down" basis.

Pursuant to Section 4.01(d) of the Note Issuance Agreement, the Fiscal Agent agreed to notify the City of each disbursement of the proceeds of the Notes so as to permit the City to track the amount and source of volume cap allocated to the Notes. Please be advised that on _____, 20__, the amount of \$ _____ in the aggregate was disbursed as proceeds of the following Notes:

Series 2011A Note:

Series 2011B Note:

Amount:

\$ _____

\$ _____

U.S. Bank National Association

By: _____

Name: _____

Title: _____

EXHIBIT B

LOAN AGREEMENT

LOAN AGREEMENT

between

CITY OF CHICAGO

and

PARK BOULEVARD IIA, LLC,
an Illinois limited liability company

Dated as of June 1, 2011

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LOAN AGREEMENT

This LOAN AGREEMENT, dated as of June 1, 2011 (this "Loan Agreement"), between the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), located in Cook and DuPage Counties, Illinois, and PARK BOULEVARD IIA, LLC, an Illinois limited liability company (the "Owner"),

WITNESSETH:

WHEREAS, as a home rule unit of local government and pursuant to the Constitution of the State of Illinois, the Issuer is authorized to issue its revenue notes and bonds in order to aid in providing an adequate supply of residential housing for low- and moderate-income persons or families within the City of Chicago, which constitutes a valid public purpose for the issuance of revenue notes and bonds by the Issuer; and

WHEREAS, the Issuer has determined to issue, sell and deliver (i) its \$14,857,000 Multi-Family Housing Revenue Note (Park Boulevard 2A Project), Series 2011A (the "Series 2011A Note") and (ii) its \$6,143,000 Multi-Family Housing Revenue Note (Park Boulevard 2A Project), Series 2011B (the "Series 2011B Note" and, collectively with the Series 2011A Note, the "Notes") pursuant to a Note Issuance Agreement dated as of June 1, 2011 (the "Note Issuance Agreement") among the Issuer, U.S. Bank National Association, as Noteholder and U.S. Bank National Association, as Fiscal Agent, and to lend the proceeds thereof to the Owner for the purpose of financing a portion of the cost of acquiring, constructing, and equipping the Project (as defined in the Note Issuance Agreement); and

WHEREAS, the Issuer and the Owner have entered into this Loan Agreement providing for the loan of the proceeds of the Notes to the Owner for the purposes described in the preceding paragraph; and

WHEREAS, this Loan Agreement provides for the issuance by the Owner of the Owner Notes (as hereinafter defined); and

WHEREAS, the Issuer will pledge and assign the Owner Notes and this Loan Agreement to the Noteholder under the Assignment (as defined in the Note Issuance Agreement); and

WHEREAS, security for the repayment of the Owner Notes is provided by the Pledge Agreement and certain Owner Collateral Documents (as defined in the Note Issuance Agreement);

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration (the receipt, sufficiency and adequacy of which are hereby acknowledged), the parties hereto agree as follows, provided that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall not constitute an indebtedness or give rise to a pecuniary liability of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against the Issuer's general credit or the taxing powers of the State of Illinois or any political subdivision thereof, but shall be payable solely and only from the Revenues (as defined in the Note Issuance Agreement):

ARTICLE I

DEFINITIONS, INTERPRETATION AND EXHIBITS

Section 1.1. Definitions. Capitalized terms used in this Loan Agreement without definition shall have the respective meanings given to such terms in Exhibit A attached to the Note Issuance Agreement unless the context or use clearly indicates another or different meaning or intent.

“Additional Funding Sources” means (a) the Affordable Housing Loan, (b) the proceeds from the syndication of the Low Income Tax Credits, and (c) the DTC Loan.

“Affordable Housing Loan” means the affordable housing loan in the approximate amount of \$15,300,000 to the Owner from the Issuer, derived from moneys available under one or more funding sources, which sources may include funds available under the HOME Investment Partnership Program authorized under the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. Section 12701 *et seq.*), certain available “corporate funds” of the Issuer, and other available moneys.

“Buildings” means the buildings in which the Project is located.

“Complete” or “Completed” has the meaning assigned to such term in Section 7.11.

“Construction Escrow” means the escrow established pursuant to the Construction Escrow Agreement.

“Construction Escrow Agreement” means, that certain Construction Loan Escrow and Disbursement Agreement by and among Owner, Issuer, the Chicago Housing Authority, U.S. Bank National Association, and the title company, as escrow agent and acknowledged and consented to by the General Contractor.

“Developer” means Stateway Associates IIA, LLC, an Illinois limited liability company and the sole member of the Manager Member, together with its successors and assigns.

“Donation Tax Credits” means the tax credits available with respect to the Project pursuant to 20 ILCS 3805/7.28.

“DTC Loan” means the loan by the Chicago Housing Authority of proceeds from the sale of Donation Tax Credits.

“Environmental Indemnity Agreement” means the Environmental Indemnity Agreement, of even date herewith, from the Issuer and the Owner in favor of the Noteholder, as the same may be amended and supplemented from time to time.

“Escrow Fund” has the meaning assigned to such term in the Pledge Agreement.

“Escrow Account” has the meaning assigned to such term in the Pledge Agreement.

“Funding Order” has the meaning assigned to such term in Section 10.15 hereof

“General Contractor” means Walsh Construction Company of Illinois, an Illinois corporation, and its successors and assigns.

“Guarantor” means one or more of (i) Stateway Associates IIA, LLC, (ii) JLM Investment IIA, LLC, and/or (iii) Walsh Ventures Management IIA, LLC.

“Initial Equity” means the sum of not less than \$2,291,000 of the Owner’s cash equity required to be deposited in the Construction Escrow on or before the date of issuance of the Notes.

“Insurance Requirements” means those requirements with respect to the maintenance of insurance with respect to the Project and the Owner’s obligations hereunder and under the other Owner Documents.

“Investor Member” means Centerline Investor LP III LLC, a Delaware limited liability company and member of the Owner (holding an approximately 99.98 percent equity interest in the Owner), together with its permitted successors and assigns.

“Issuer Documents” means, collectively, the Note Issuance Agreement, this Loan Agreement, the Land Use Restriction Agreement, the Tax Agreement and the Assignment.

“Liabilities” means any and all of the Owner’s obligations, liabilities and indebtedness to the Issuer or the Noteholder, now or hereafter existing or arising, or due or to become due, under or by reason of this Loan Agreement, the Owner Notes, the Note Issuance Agreement, the Notes, the Security for the Notes, the Owner Collateral Documents or any other document, instrument or agreement executed in connection therewith, by operation of law or otherwise, and any refinancings, substitutions, extensions, renewals, replacements and modifications for or of any or all of the foregoing, including all principal of and interest accrued on the Notes and the Owner Notes, all fees, charges, expenses, disbursements, costs and indemnities of the Owner thereunder.

“Loan-to-Value Ratio” has the meaning assigned to such term in Section 10.23 hereof

“Loans” means, collectively, the Series 2011A Loan and the Series 2011B Loan.

“Low Income Tax Credits” means the tax credits described in Section 42 of the Code with respect to the Project.

“Manager Member” means Park Boulevard IIA Manager LLC, an Illinois limited liability company and Manager Member of the Owner (holding an approximately 0.005 percent equity interest in the Owner), together with its permitted successors and assigns.

“Maturity Date” means July 1, 2013 or, if extended pursuant to Section 2.02(g) of the Note Issuance Agreement, January 1, 2014.

“Mortgage” means the Deed of Trust (Leasehold and Fee), dated as of June 1, 2011, from the Owner to the Noteholder, securing the Series 2011B Loan.

“Operating Agreement” means the operating agreement or similar governing document of the specified limited liability company and, if no limited liability company is specified, refers to the Operating Agreement of the Owner.

“Owner Documents” means, collectively, the Note Issuance Agreement, this Loan Agreement, the Pledge Agreement, the Land Use Restriction Agreement, the Tax Agreement, the Owner Notes and the Owner Collateral Documents (as defined in the Note Issuance Agreement).

“Owner Notes” means collectively the Series 2011A Owner Note and the Series 2011B Owner Note.

“Plans and Specifications” means the plans and specifications for the Project provided to the Issuer and dated June 1, 2011.

“Project Certificate” means the Project Certificate dated the Closing Date of the Owner, as supplemented and amended.

“Prospective Market Value Upon Stabilization” has the meaning assigned to such term in Section 10.23 hereof

“Security” means the “Security for the Notes” described in the Note Issuance Agreement and mortgaged, assigned and pledged as security for the obligations evidenced by the Notes.

“Series 2011A Loan” means the loan to the Owner of the proceeds of the Series 2011A Note pursuant to this Loan Agreement.

“Series 2011A Owner Note” means the promissory note of the Owner evidencing the obligation of the Owner to pay the Series 2011A Loan in substantially the form attached hereto as Exhibit A-1.

“Series 2011B Loan” means the loan to the Owner of the proceeds of the Series 2011B Note pursuant to this Loan Agreement.

“Series 2011B Owner Note” means the promissory note of the Owner evidencing the obligation of the Owner to pay the Series 2011B Loan in substantially the form attached hereto as Exhibit A-2.

“Special Member” means Centerline SLP LLC, a Delaware limited liability company and member of the Owner (holding an approximately 0.01 percent equity interest in the Owner), together with its successors and assigns.

Section 1.2. Interpretation. In this Loan Agreement, except as otherwise expressly provided or unless the context clearly otherwise requires:

(a) the words “hereby,” “hereof,” “herein,” “hereunder” and any similar words used in this Loan Agreement refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision, and the word “heretofore” shall mean before, and the word “hereafter” shall mean after, the date of this Loan Agreement, and the word “including” shall mean including, without limitation;

(b) all accounting terms not otherwise defined herein shall have the meanings assigned to them in accordance with GAAP;

(c) any headings preceding the text of the several Articles and Sections of this Loan Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Loan Agreement nor affect its meaning, construction or effect; and

(d) any certificates, letters or opinions required to be given pursuant to this Loan Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Loan Agreement.

ARTICLE II

LOANS TO OWNER; REPAYMENT PROVISIONS

Section 2.1. Loans to Owner. The Issuer covenants and agrees to finance a portion of the Costs of the Project through the issuance of the Notes pursuant to the Note Issuance Agreement and the loan of the proceeds of the Notes to the Owner, such Loans to be advanced from time to time by making deposits into the Construction Fund and, subject to satisfaction of the conditions set forth in Articles X and XI hereof, disbursed and applied as provided in Article IX hereof

Section 2.2. Repayment of Loans and Payment of Other Amounts.

(a) *Owner Notes*. In order to evidence its obligation to repay the Loans made hereunder by the Issuer, the Owner shall authorize, execute and deliver the Owner Notes, which Owner Notes shall be in substantially the forms attached hereto as Exhibits A-1 and A-2, respectively. The terms and conditions of the Owner Notes are hereby incorporated into this Section with the same effect as if fully set forth herein. The Owner agrees to pay all of its obligations in full under this Loan Agreement and the Owner Notes, subject to Section 14.1 hereof.

(b) *Mandatory Payments under the Notes*. It is the intent of the Owner and the Issuer that, notwithstanding any schedule of payments contained in the Owner Notes, the payments to be made by the Owner on each Owner Note shall at all times be sufficient to enable

the Issuer to pay when due the principal of and interest on the related Note; provided, however, that if for any reason the funds available to the Issuer are at any time insufficient or unavailable to make any payment of the principal of or interest on the Notes when due (whether at maturity or upon redemption or acceleration), the Owner shall forthwith pay directly to the Noteholder, in immediately available funds, the amount required to make up such deficiency, or shall take such other action as may be necessary to make sufficient funds available to make such payment. All such payments made to the Noteholder with respect to the Notes shall be made by the Owner on behalf of the Issuer, shall be deemed a credit against the Liabilities, and shall be applied against the Issuer's payment obligations under Notes.

(c) *Payments to Fiscal Agent.* The Owner shall pay to the Fiscal Agent until the principal of and interest on the Owner Notes shall have been fully paid, the reasonable fees, charges and expenses (if any) of the Fiscal Agent, as fiscal agent and note registrar, as and when the same become due. The Owner further agrees to indemnify the Fiscal Agent for, and to defend and hold the Fiscal Agent harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with its powers or duties hereunder and under the Note Issuance Agreement, including, but not limited to, the cost and expenses of defending itself against any claim or liability in connection with the exercise of any of such powers or performance of any such duties.

Section 2.3. Payment. (a) *Payments under the Owner Notes.* The Owner will promptly and punctually pay all amounts payable with respect to the Owner Notes, without any presentment of the Owner Notes, notice of nonpayment, notice of dishonor or notice of protest, and without any notation of such payment being made thereon, directly to the Noteholder in immediately available funds by wire transfer originated by the Owner not later than 12:00 noon, Chicago, Illinois time, on the payment date, such payment to be marked for attention as indicated, or by charging an account of the Owner established with the Noteholder, which charge is hereby authorized by the Owner. The Owner Notes are subject to assignment as set forth in Section 4.2 hereof. Payments with respect to the Owner Notes shall be made by wire transfer pursuant to the wire transfer instructions attached hereto as Exhibit D, or such other replacement wire transfer instructions as shall be provided in writing by Noteholder to Owner.

(b) *Payments Due on Saturdays, Sundays and Holidays.* In any case where the date of maturity of principal of or interest on the Owner Notes or the Notes, or the date fixed for prepayment of all or a portion of the Owner Notes or the Notes, as applicable, shall be other than a Business Day, then such payment need not be made on such date but may be made on the next succeeding Business Day, and the Owner Notes and the Notes shall continue to bear interest until such date of actual payment.

(c) *Payment Notations.* The Noteholder shall make a notation on the Owner Notes on the payment record thereon, or in the Noteholder's books and records, of each principal and interest payment made pursuant to this Section 2.3 and the date to which interest has been paid. The information so recorded shall be rebuttable presumptive evidence of the accuracy thereof. The failure to so record any such information, or any error in so recording any such information, shall not, however, limit or otherwise affect the obligations of the Owner hereunder or under the Owner Notes to repay the principal balance thereof together with all interest accruing thereon.

(d) *Manner of Payment.* The principal of and interest on the Owner Notes shall be payable in lawful money of the United States of America; such principal and interest shall be payable at the principal office of the Noteholder.

(e) *Return of Collateral.* Upon payment in full of the Owner Notes and termination of this Loan Agreement, the Issuer and the Fiscal Agent shall, on a timely basis, reassign and redeliver (or cause to be reassigned and redelivered) to the Owner, or to such Person or Persons as the Owner shall designate, against receipt, such of the collateral (if any) assigned by the Owner to the Issuer as shall not have been sold or otherwise applied by the Issuer pursuant to the terms hereof and as shall still be held by it or the Fiscal Agent hereunder, together with appropriate instruments of reassignment and release, including, without limitation, UCC termination statements; it shall be the obligation of the Owner to provide all such instruments of reassignment and release. Any such reassignment shall be without recourse upon, or representation or warranty by, the Issuer, and shall be at the cost and expense of the Owner. If a claim is made upon the Issuer (or any assignee of the Issuer, including, but not limited to, the Noteholder) at any time for recovery of any amount received by the Issuer (or such assignee) in payment of the Owner Notes, whether received from the Owner or otherwise (a "Recovery Claim"), and should the Issuer (or such assignee) repay all or part of said amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over the Issuer or any assignee of the Issuer, or the Property of either thereof; or (ii) any settlement or compromise of any such Recovery Claim effected by the affected party with the claimant (including the Owner), this Loan Agreement, the Owner Collateral Documents and the Security for the Notes shall continue in effect with respect to the amount so repaid to the same extent as if such amount had never originally been received by the Issuer or such assignee, notwithstanding any prior termination of this Loan Agreement, the return of this Loan Agreement, the Owner Collateral Documents or any of the Security for the Notes to the Owner (or any designee of the Owner), or the cancellation of the Owner Notes.

Section 2.4. Interest Rates. The interest rate per annum payable on an Owner Note shall be equal to the interest rate payable time to time on the corresponding Note as provided in Article II of the Note Issuance Agreement (for purposes of this Loan Agreement, the Series 2011A Note shall be deemed to correspond to the Series 2011A Owner Note and the Series 2011B Note shall be deemed to correspond to the Series 2011B Owner Note.) Interest on each Owner Note shall be payable at such times as interest is payable on the corresponding Note under the provisions of the Note Issuance Agreement.

Section 2.5. Interest on Amounts Past Due. Notwithstanding anything in this Article II to the contrary, if the Owner shall fail to make any of the payments required to be made by it under this Agreement or under an Owner Note, including, without limitation, any mandatory prepayments required by Section 3.1(b) of this Agreement, such payments shall continue as an obligation of the Owner until the unpaid amount so overdue shall have been fully paid, and interest on such Owner Note shall continue to accrue from the date such payment was due until the date such payment is made or the date such Owner Note has been repaid in full, whichever is earlier, at the applicable Past Due Rate described in Section 2.03(c) of the Note Issuance Agreement with respect to interest on overdue payments under the corresponding Note.

Section 2.6. Application of Payments. All payments on account of indebtedness outstanding under an Owner Note shall be first applied to interest on the unpaid principal balance, and the remainder to the unpaid principal balance, of such Owner Note.

Section 2.7. Event of Default under the Note Issuance Agreement. Upon a declaration of acceleration by the Noteholder under Section 7.02 of the Note Issuance Agreement, an amount equal to the principal of the Owner Notes, together with accrued interest due thereon, shall become immediately due and payable hereunder, and thereafter, to the extent not previously issued, the Issuer shall be under no obligation to issue further Notes or make further Loans (or disbursement of Loans) of the proceeds thereof

Section 2.8. No Defense or Set-off, Unconditional Obligation. (a) The obligation of the Owner to make the payments required to be made by it herein, the obligation of the Owner to make the payments pursuant to the Owner Notes, and the obligation of the Owner to perform and observe fully all other agreements, obligations and covenants on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment, abatement or counterclaim it might otherwise have against the Issuer, the Fiscal Agent or the Noteholder.

(b) Subject to Section 14.1 hereof, the Owner covenants and agrees with and for the express benefit of the Issuer and the Noteholder that all payments pursuant hereto and the Owner Notes shall be made by the Owner on or before the dates the same become due, and the Owner shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminishment, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification, or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and regardless of any act of God, contingency, event or cause whatsoever, and irrespective (without limitation) of whether any portion of the Project shall have been started or completed, or whether the title to any portion of the Premises or the Project is defective or nonexistent, or whether the revenues of the Owner are sufficient to make such payments, and notwithstanding any damage to, or loss, theft or destruction of, the Premises or the Project, or any part thereof, expiration of this Loan Agreement, any failure of consideration or frustration of purpose, the taking by eminent domain or otherwise of title to or of the right of temporary use of, all or any part of Premises or the Project, legal curtailment of the use thereof, any assignment, novation, merger, consolidation, transfer of assets, leasing or other similar transaction of or affecting the Owner, the Premises or the Project, whether with or without the approval of the Issuer, any change in the tax or other laws of the United States of America, the State of Illinois or any political subdivision of either thereof, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any portion of this Loan Agreement or the Note Issuance Agreement, or any other document or instrument referred to herein or therein; and, to the extent legally permissible, the Owner hereby waives the provisions of any statute or other law now or hereafter in effect impairing or conflicting with any of its obligations, covenants or agreements under this Loan Agreement or the Owner Notes, or which releases or purports to release the Owner herefrom or therefrom. Nothing in this Loan Agreement shall be construed as a waiver by the Owner of any rights or claims the Owner may have against the Issuer under this Loan Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Loan Agreement that, except as provided in Section 14.1 hereof, the Owner shall be unconditionally and absolutely obligated, without right of set-off or abatement, to perform fully all of its obligations, agreements and covenants under this Loan Agreement and the Owner Notes for the benefit of the Issuer and the Noteholder.

ARTICLE III

PREPAYMENT OF THE OWNER NOTES; CHANGES IN CIRCUMSTANCE

Section 3.1. Prepayment of the Owner Notes. (a) The Owner may prepay, in whole or in part without premium or penalty, on any Business Day, the principal amount of any Owner Note then outstanding (such optional prepayments to be applied to the redemption of the Notes as provided in Section 3.01 of the Note Issuance Agreement).

(b) The Owner Notes are subject to mandatory prepayment, without premium or penalty, prior to their respective Maturity Dates as follows:

(i) to the extent of any excess amounts in the Series 2011A Constmction Account of the Constmction Fund after the Completion of the Project, which shall be applied to the prepayment of the Series 2011A Owner Note;

(ii) to the extent of any excess amounts in the Series 2011B Constmction Account of the Constmction Fund after the Completion of the Project, which shall be applied to the prepayment of the Series 2011B Owner Note;

(iii) to the extent the Owner Collateral Documents provide that the proceeds of any insurance or condemnation payment received with respect to the Project be applied to the prepayment of the Owner Notes and the Notes, such amounts shall be applied to the prepayment of the Series 2011B Owner Note;

(iv) with respect to the Series 2011A Owner Note, in whole, within 30 days after the Project is Complete;

(v) with respect to the Series 2011B Owner Note, in whole, [after 5 days following receipt by the Owner of the "Loan Repayment Installment" provided for under the Owner's Operating Agreement]; and

(vi) in whole, upon the occurrence of a Determination of Taxability with respect to the related Note.

(c) In the event of any prepayment hereunder, the Owner shall pay to the Noteholder all accmed and unpaid interest through the date of such prepayment on the principal balance of the Owner Note being prepaid.

Section 3.2. Surrender of Owner Notes on Prepayment. Upon any partial prepayment of an Owner Note, the Owner Notes may, at the option of the Issuer and the Noteholder (subject to assignment as set forth in Section 4.2 hereof), be surrendered to the Owner in exchange for a new Owner Note, of the same series, maturity date and interest rate, and in principal amount equal to the unpaid principal balance thereof, provided that the Owner executes such documents, instrmnts, certificates and agreements that the Noteholder may deem necessary or appropriate, and reimburses the Issuer and the Noteholder for any reasonable cost or expense, including, without limitation, reasonable attorneys' fees and expenses. If the entire unpaid principal balance of an Owner Note is prepaid, the Owner Note shall be cancelled by the Noteholder and surrendered to the Owner, and shall not be so exchanged.

Section 3.3. Funding Losses; Yield Maintenance. Subject to Section 14.1 hereof, the Owner hereby agrees to indemnify the Noteholder upon demand against any loss or expense which the Noteholder may sustain or incur, including, without limitation, reasonable attorneys' fees and expenses, in obtaining, liquidating or employing deposits or other funds acquired to effect, fund or maintain the Loans and/or the Notes as a consequence of (a) any failure of the Owner to make any payment when due of any amount due under the Owner Notes, or (b) any payment or prepayment of the Loans and/or the Notes on a date other than the scheduled payment dates therefor. Determinations by the Noteholder, for purposes of this subsection, of the amount required to indemnify the Noteholder shall be conclusive in the absence of manifest error.

If there shall occur any adoption or implementation of, or change to, any Regulation, or interpretation or administration thereof, which shall have the effect of imposing on the Noteholder (or a holding company of the Noteholder) any increase or expansion of or any new tax (excluding taxes on its overall income and franchise taxes), charge, fee, assessment or deduction of any kind whatsoever, or

reserve, capital adequacy, special deposits or similar requirements against credit extended by, assets of, or deposits with or for the account of the Noteholder or other-conditions affecting the extensions of credit under this Agreement or the evidenced by the Owner Notes; then the Owner shall pay to the Noteholder such additional amount as the Noteholder deems necessary to compensate the Noteholder for any increased cost to the Noteholder attributable to the extension(s) of credit under this Agreement and evidenced by the Owner Notes and/or for any reduction in the rate of return on the Noteholder's capital and/or the Noteholder's revenue attributable to such extension(s) of credit. As used above, the term "Regulation" shall include any federal, state or international law, governmental or quasi-governmental rule, regulation, policy, guideline or directive (including but not limited to the Dodd-Frank Wall Street Reform and Consumer Protection Act and enactments, issuances or similar pronouncements by the Noteholder for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices or any similar authority and any successor thereto) that applies to the Noteholder. The Noteholder's determination of the additional amount(s) due under this paragraph shall be binding in the absence of manifest error, and such amount(s) shall be payable within 15 days of demand and, if recurring, as otherwise billed by the Noteholder

ARTICLE IV

LIMITED OBLIGATION; ASSIGNMENT BY ISSUER

Section 4.1. Limited Obligation of Issuer. The obligations of the Issuer under this Loan Agreement are special, limited obligations of the Issuer, payable solely out of the Revenues. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State of Illinois or any political subdivision thereof within the meaning of any constitutional limitation or statutory provision, or a charge against the credit or general taxing powers, if any, of any of them.

Section 4.2. Assignment of Issuer's Rights. As security for the payment of the Notes, the Issuer will, pursuant to the Note Issuance Agreement and the Assignment, assign and pledge to the Noteholder all of the Issuer's right, title and interest in and to this Loan Agreement and the Owner Notes, except that it will retain the Issuer Reserved Rights, but such retention by the Issuer will not limit in any way the exercise by the Noteholder of its rights hereunder, under the Assignment or under the Note Issuance Agreement, the Owner Notes, the Notes and the Security for the Notes. Notwithstanding anything herein to the contrary, the Issuer hereby directs the Owner to make all payments under this Loan Agreement (except with respect to the Issuer Reserved Rights) and the Owner Notes directly to the Noteholder. The Owner hereby acknowledges and consents to such pledge and assignment, and agrees to make payments directly to the Noteholder (except with respect to the Issuer Reserved Rights), without defense or set-off, recoupment or counterclaim by reason of any dispute between the Owner on the one hand, and the Noteholder, the Fiscal Agent or the Issuer on the other hand, or otherwise. After any such assignment and pledge referenced in this Loan Agreement, the Note Issuance Agreement, the Notes, the Owner Notes or the Security for the Notes, all rights, interest and benefits accruing to the Issuer under this Loan Agreement or the Owner Notes, except for the Issuer Reserved Rights, shall be assigned to and become the rights and benefits of the Noteholder. Any obligations of the Issuer as provided in the Note Issuance Agreement, this Loan Agreement, the Notes or the Owner Notes shall remain the obligations of the Issuer to the extent provided herein and therein after such assignment. The Issuer agrees that the Noteholder, in its name or in the name of the Issuer, may enforce all rights of the Issuer (other than the Issuer Reserved Rights) and all obligations of the Owner under and pursuant to the assigned documents as aforesaid, and the Issuer will not enforce such rights and obligations itself except at the written direction of the Noteholder, in each case whether or not the Issuer is in Default hereunder. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the Series 2011A - Specific Revenues shall be

used to pay and shall secure only the Series 2011A Note, and the Series 2011B - Specific Revenues shall be used to pay and shall secure only the Series 2011B Note.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF ISSUER

The Issuer hereby represents and warrants as follows (which representations and warranties shall survive the execution and delivery hereof, the making of the Loans and the issuance of the Owner Notes):

Section 5.1. Organization and Authority. The Issuer is a municipal corporation and home mle unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois. Under the Constitution and laws of the State of Illinois, the Issuer has the power to enter into the transaction contemplated by this Loan Agreement, the Note Issuance Agreement, the Notes, and the Issuer Documents, and to carry out its obligations hereunder and thereunder, including the full right, power and authority to pledge and assign this Loan Agreement and the Owner Notes to the Noteholder as provided herein. By proper action of the City Council of the Issuer, the Issuer has been duly authorized to execute and deliver this Loan Agreement, the Notes, the Note Issuance Agreement and the Issuer Documents.

Section 5.2. Amount of Notes; Proceeds. The Series 2011A Note is being issued in the principal amount of \$14,857,000 and the Series 2011B Note is being issued in the principal amount of \$6,143,000, which Notes will mature and bear interest as set forth in Article II of the Note Issuance Agreement, and which Notes will be subject to redemption prior to maturity as set forth in Article III of the Note Issuance Agreement. The proceeds of the sale of the Notes will be lent to the Owner for the purpose of paying Costs of the Project.

Section 5.3. Issuance. The Notes are to be issued under home mle powers of the Issuer under the Constitution of the State of Illinois and secured by the Note Issuance Agreement, pursuant to which the right, title and interest of the Issuer in, to and with respect to this Loan Agreement, the Owner Notes, the Owner Collateral Documents and the Security for the Notes (other than with respect to the Issuer Reserved Rights) will be assigned and pledged to the Noteholder as security for payment of the principal of and interest on the Notes as provided in the Note Issuance Agreement.

Section 5.4. Non-Assignment. The Issuer has not assigned or pledged, and will not assign or pledge, its interest in this Loan Agreement, the Owner Notes, the Owner Collateral Documents and the Security for the Notes other than to secure the Notes.

Section 5.5. Purposes. The Issuer hereby finds and determines that the Project is in the best interests of the Issuer, and that all requirements of the Constitution and laws of the State of Illinois have been complied with.

Section 5.6. No Conflict. To the knowledge of the undersigned representatives of the Issuer, neither the execution and delivery of this Loan Agreement, the Notes or the Note Issuance Agreement, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Issuer is now a party or by which it or any of its Property is bound, or constitutes a default under any of the foregoing. THE ISSUER MAKES NO REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CREDITWORTHINESS OR THE ABILITY OF THE OWNER TO MAKE THE PAYMENTS DUE UNDER THIS LOAN AGREEMENT OR THE OWNER NOTES AND DOES NOT REPRESENT OR WARRANT AS TO ANY OF THE STATEMENTS, MATERIALS (FINANCIAL OR OTHERWISE),

REPRESENTATIONS OR CERTIFICATIONS FURNISHED OR TO BE MADE AND FURNISHED BY THE OWNER IN CONNECTION WITH THE ISSUANCE, SALE, EXECUTION AND DELIVERY OF THE NOTES, OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY OF SUCH STATEMENTS.

Section 5.7. No Litigation. To the knowledge of the undersigned representatives of the Issuer, there is no action, suit, proceeding or investigation pending or threatened against the Issuer which seeks to restrain or enjoin the issuance or delivery of the Notes, or the execution and delivery of the Note Issuance Agreement, this Loan Agreement or the Issuer Documents, or which in any way contests or affects any authority for the issuance or delivery of the Notes, or the execution and delivery of the Note Issuance Agreement, this Loan Agreement or the Issuer Documents, or the validity of the Notes, the Note Issuance Agreement, this Loan Agreement, or in any way contests the corporate existence or powers of the Issuer, or in any way affects the exclusion from gross income for Federal income tax purposes of interest on the Notes.

Section 5.8. Location of the Project. The Project is located entirely within the corporate boundaries of the City of Chicago, Illinois.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF OWNER

To induce the Issuer to issue, and the Noteholder to purchase, the Notes, the Owner hereby represents and warrants to the Issuer and the Noteholder as follows:

Section 6.1. Organization and Authority. (a) The Owner is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Illinois. The Manager Member and the Developer each is a limited liability company, duly organized and is validly existing and in good standing under the laws of the State of Illinois.

(b) The Owner (i) is authorized to do business in the State of Illinois and every other jurisdiction in which the nature of its business or its properties makes such qualification necessary; (ii) has full power and authority to own its properties and to conduct its business as now being conducted, and to enter into, and to perform and observe in all material respects the covenants and agreements in its part contained in, this Loan Agreement, the Owner Notes and the Owner Documents; and (iii) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

(c) The Manager Member (i) is authorized to do business in the State of Illinois and every other jurisdiction in which the nature of its business or its properties makes such qualification necessary; (ii) has full power and authority to own its properties and to conduct its business as now being conducted and to enter into, and to perform and observe in all material respects the covenants and agreements in its part contained in the Owner Documents; and (iii) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

(d) The Developer (i) is authorized to do business in the State of Illinois and every other jurisdiction in which the nature of its business or its properties makes such qualification necessary; (ii) has full power and authority to own its properties and to conduct its business as now being conducted and to enter into, and to perform and observe in all material respects the

covenants and agreements in its part contained in the Owner Documents; and (iii) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

Section 6.2. Private Placement. Neither the Owner nor any agent or representative thereof has offered the Owner Notes to any Person other than the Issuer and the Noteholder.

Section 6.3. Borrowing Legal and Authorized. The Owner's execution and delivery of, performance by, compliance with this Loan Agreement, the Owner Notes and the Owner Documents, and the consummation of the transactions provided for herein and therein: (a) are within the Owner's powers as an Illinois limited liability company; (b) have been duly authorized; (c) require no approval of any Governmental Body or other Person (other than approval of the Owner's members, which has already been obtained); (d) do not and will not contravene or conflict with (i) the Operating Agreements of the Owner, the Manager Member, or the Developer, (ii) any Government Regulation to which it is subject, or (iii) any judgment, decree, order or contractual restriction binding on or affecting the Owner, the Manager Member, the Developer, or the Project; and (e) do not and will not contravene or conflict with, or cause any Lien upon or with respect to any of the Owner's Property (including, but not limited to, the Project), other than as permitted in writing by the Noteholder or as expressly permitted hereunder.

Section 6.4. Validity; Binding Nature; Approvals. The Owner Documents are the legal, valid and binding obligations of the Owner, enforceable against the Owner in accordance with their respective terms. No order, authorization, consent, license or exemption of, or filing or registration with, any court or Governmental Body, or any other approval which has not been obtained or taken and is not in full force and effect, is required to authorize, or is required in connection with the execution, delivery and performance by the Owner of the Owner Documents (except for those which are not yet required to have been obtained in connection with the acquisition, construction, and equipping of the Project).

Section 6.5. Bond Counsel May Rely on Representations and Warranties. The Owner agrees that Bond Counsel shall be entitled to rely upon the factual representations and warranties of the Owner set forth in this Article VI in connection with the delivery of legal opinions on the respective dates of the issuance of the Notes.

Section 6.6. Pending Litigation. There is no pending action or proceeding before or by any court, Governmental Body or arbitrator against or directly involving the Owner, the Manager Member, or the Developer, and, to the best of the Owner's knowledge, there is no threatened action or proceeding, or inquiry that might give rise thereto, materially affecting the Owner or any of its Properties, or the Manager Member or the Developer, before any court, Governmental Body or arbitrator. The Owner does not know of any basis for any of the foregoing: (a) that, in any case, may materially and adversely affect the financial condition or operation of the Owner, the Manager Member, or the Developer; (b) that, in any case, may seek to restrain, or would otherwise have a material adverse effect on, the transactions contemplated herein; or (c) that, in any case, would affect the validity or enforceability of the Owner Documents.

Section 6.7. Filing and Payment of Tax Reports and Returns. The Owner has filed or caused to be filed all federal, state and local tax reports and returns which are required to be filed, and has paid or caused to be paid all taxes as shown on said returns or which are due or on any assessment received by it.

Section 6.8. Full Disclosure. Neither this Loan Agreement nor any written statement furnished by the Owner to the Issuer or the Noteholder in connection with the negotiation of the sale of the Notes contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein or herein not misleading. The Owner has disclosed to the Noteholder in writing all facts that might materially and adversely affect the transactions contemplated by this Loan

Agreement, or that might materially and adversely affect the business, credit, operations, financial condition or prospects of the Owner, or that might materially and adversely affect any material portion of the Owner's Properties (including, but not limited to, the Project), or the Owner's ability to perform its obligations under the Owner Documents.

Section 6.9. No Defaults. To the best of the Owner's knowledge, the Owner is not in default in the payment or performance of any of its obligations, liabilities or indebtedness, or the performance of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which it is a party or by which it or any of its Properties may be bound, which default would have a material and adverse effect on the business, operations, Property or condition, financial or otherwise, of the Owner. To the best of the Owner's knowledge, no event, act or condition exists that would constitute a Default or an Event of Default hereunder. To the best of the Owner's knowledge, the Owner is not in default under any order, award or decree of any court, arbitrator or Governmental Body binding upon or affecting it, or by which any of its Properties may be bound or affected, which default would have a material and adverse effect on the business, operations, Property or condition, financial or otherwise, of the Owner, and no such order, award or decree adversely affects the ability of the Owner to carry on its business as currently conducted or the ability of it to perform its obligations under this Loan Agreement, the Owner Notes, the Owner Collateral Documents, the Security for the Notes and the Owner Documents.

Section 6.10. Governmental Consent. Neither the nature of the Owner nor of any of its activities or Properties, nor any relationship between the Owner and any other Person, or any circumstances in connection with the execution and delivery by the Owner of the Owner Documents, or the performance or observance of any covenants or agreements required to be observed or performed by such Owner under the Owner Documents, requires the consent, approval or authorization of, or filing, registration or qualification with, any Governmental Body on the part of the Owner as a condition to the execution and delivery of the Owner Documents (except for those which are not yet required to have been obtained in connection with the acquisition, construction, and equipping of the Project).

Section 6.11. Compliance with Law. To the best of the Owner's knowledge, the Owner is currently in compliance with all Government Regulations to which it is subject, and has obtained and shall continue to maintain all licenses, permits, franchises or other governmental authorizations necessary for the ownership of its Property or the conduct of its activities, non-compliance with which or failure to obtain which might materially adversely affect the ability of the Owner to conduct its activities as currently conducted or the financial condition of the Owner.

Section 6.12. Restrictions on the Owner. The Owner is not a party to any contract or agreement, or subject to any charter or other restriction, that materially and adversely affects (within the sole discretionary judgment of the Noteholder) its ability to perform its obligations under this Agreement. The Owner is not a party, or otherwise subject, to any provision contained in any instrument evidencing Indebtedness, any agreement relating thereto or any other contract or agreement (including its Operating Agreement) that restricts or otherwise limits the incurring of the Indebtedness to be represented by the Owner Documents. The Owner possesses all rights and properties necessary for the conduct of its business as currently conducted and as intended to be conducted.

Section 6.13. No Conflict of Interest. No member of the governing body of the Issuer or any elected or salaried officer or official of the Issuer has any interest (financial, employment or other) in the Owner, the Project or the transactions contemplated by the Owner Documents.

Section 6.14. Project Compliance. To the best of the Owner's knowledge, the Project will not violate any existing Government Regulation with respect thereto, and the anticipated use of the Project complies with all existing applicable ordinances, regulations and restrictive covenants affecting the

Project, and all requirements of such use that can be satisfied prior to completion of construction have been satisfied.

Section 6.15. Eminent Domain; Damage; Code Violations. The Owner has not received notice of, or has any knowledge of (a) any proceedings, whether actual, pending or threatened, for the taking under the power of eminent domain or any similar power or right, of all or any portion of the Project; (b) any damage to or destruction of any portion of the Project; or (c) any zoning, building, fire or health code violations in respect of the Project that have not heretofore been corrected or that are not scheduled to be corrected in connection with the construction of the Project.

Section 6.16. Permits and Licenses. All building, zoning, safety, health, fire, water district, sewerage and environmental protection agency permits and other licenses and permits that are required by any Governmental Body for the construction, use, occupancy and operation of the Project have been obtained and are in full force and effect (except for those which are not yet required to have been obtained in connection with the acquisition, construction, and equipping of the Project, and which will be obtained at or prior to the time required by law in connection with the acquisition, construction, and equipping of the Project).

Section 6.17. Financial Statements. All balance sheet, income statements, statements of cash flow and other financial data that have been or shall hereafter be furnished to the Noteholder for the purposes of or in connection with this Loan Agreement do and will present fairly in accordance with GAAP, consistently applied, the financial condition of the Owner as of the dates thereof and the results of its operations for the periods covered thereby.

Section 6.18. Broker's Fees. Other than with respect to any term sheet proposal deposit and the origination fee being paid by the Owner in connection with the purchase of the Notes by the Noteholder, the Owner has no obligation to any Person in respect of any finder's, broker's or similar fee in connection with the Owner Documents.

Section 6.19. Survival. The representations and warranties set forth in this Article VI shall survive until all Liabilities have been indefeasibly paid in full.

Section 6.20. Remaking of Representations and Warranties. At the time of making of each disbursement pursuant to Section 9.3, the Owner shall be deemed to have remade each of the representations and warranties contained in this Article VI with the same effect as though made on the date of such disbursement.

ARTICLE VII

COVENANTS OF OWNER

Section 7.1. Tax-Exempt Status of the Notes. The proceeds of the Notes will be used in a manner consistent with the representations of the Owner contained herein, the Tax Agreement and the Project Certificate. The Owner shall not use the Project, or permit the Project to be used, in such a way as would result in the loss of the exclusion from gross income for Federal income tax purposes of interest on the Notes, and will not act in any manner that would adversely affect the exclusion from gross income for Federal income tax purposes of interest on the Notes.

Section 7.2. Taxes, Charges and Assessments. The Owner shall pay or cause to be paid on or before the date they become due, all taxes (except taxes imposed on gross or net income), duties, charges, assessments and impositions on, or on account of, the use, occupancy or operation of the Project, and on

any payments under this Loan Agreement or under the Owner Notes. The Owner shall promptly pay when due all amounts except such as the Owner is diligently contesting in good faith and by appropriate proceedings; provided that the Owner has provided for and is maintaining adequate reserves with respect thereto in accordance with GAAP or a bond or other acceptable form of security to assure payment is made.

Section 7.3. Compliance with Orders, Ordinances, Etc. The Owner shall, at its sole cost and expense, comply with all current and future applicable Government Regulations, the failure to comply with which would materially and adversely affect the Project or the use, occupancy or condition thereof. The Owner shall have the right to contest any such Government Regulation and, in the event of any such contest, may refrain from complying therewith during the period of such contest and any appeal therefrom; provided that it has furnished additional security satisfactory to the Noteholder for any loss or damage that the Noteholder may sustain by reason of such non-compliance.

Section 7.4. Books, Records and Inspections. The Owner shall maintain complete and accurate books and records (including records relating to the Project), and, during reasonable times and upon reasonable notice (except upon an Event of Default when no such notice shall be required), shall permit the Issuer and the Noteholder to have full and complete access to such books and records of the Owner, and shall permit the Issuer and the Noteholder to visit, audit, examine, copy and inspect, as applicable, the Owner's books and records, offices, Premises and operations, at the sole cost and expense of the Owner. The Issuer and the Noteholder have no duty to visit the Premises, to supervise or observe construction or to examine any books or records. Any site visit, observation or examination by the Issuer or the Noteholder is solely for the purpose of protecting their respective rights and interests. No site visit, observation or examination by the Issuer or the Noteholder will impose any liability on the Issuer or the Noteholder or result in a waiver of any Event of Default of the Owner or be a representation that the Owner is or will be in compliance with the approved Plans and Specifications for the Project, that the construction of the Project is free from defective materials or workmanship, or that the construction complies with all applicable laws, ordinance and regulations. Neither the Owner, nor any other party, is entitled to rely on any site visit, observation or examination by the Issuer or the Noteholder. The Issuer and the Noteholder owe no duty of care to protect the Owner or any other party against, or to inform the Owner or any other party of, any negligent or defective design or construction of the Project or any other adverse condition affecting the Premises.

Section 7.5. Change in Nature of Operations. The Owner shall not make any material change in the nature of its operations carried on as of the date of issuance of the Notes unless consented to in writing by the Issuer and the Noteholder.

Section 7.6. Owner to Maintain Existence; Consolidation or Merger. Absent the prior written consent of the Noteholder, the Owner shall, as long as the Notes are outstanding, maintain its existence, not dissolve, liquidate, transfer any membership or other equity interest in the Owner or otherwise dispose of all or substantially all of its assets, and not consolidate with or merge into another business entity or permit one or more other business entities to consolidate with or merge into it. Notwithstanding anything to the contrary contained herein, the Owner's Investor Member and Special Member shall be permitted to remove the Manager Member and replace the Manager Member with the Special Member (or another affiliate of the Investor Member) in accordance with the Owner's Operating Agreement without the consent of the Noteholder, provided that (a) the membership interests of any such substitute Manager Member shall be subject to the Noteholder's security interests pursuant to the terms of the Security Agreement, and (b) any such substitute Manager Member shall execute any and all documents, including security agreements and financing statements, as the Noteholder may reasonably request in order to create, perfect, or continue such security interests. Notwithstanding the foregoing, the substitute Manager

Member shall assume all the rights and obligations of the Manager Member under all of the Loan Documents.

The interest of the Owner's Investor Member and Special Member shall not be transferable without the written consent of the Issuer and the Noteholder, which consents shall not be unreasonably withheld or delayed.

Notwithstanding the foregoing, the Noteholder hereby approves any transfer of the interests of the Investor Member and/or the Special Member to Centerline Corporate Partners XXXVIII LP, a Delaware limited partnership, and/or Centerline Corporate XXXVIII SLP LLC, a Delaware limited liability company.

After all equity contributions have been made pursuant to the terms and conditions of the Operating Agreement, such Investor Member and Special Member interests shall be transferable without the consent of either the Noteholder or the Issuer.

The Owner shall be permitted to amend the Owner's Operating Agreement to reflect such removal and substitution of the Manager Member or permitted transfer of the Investor Member or Special Member's interests without the consent of the Issuer or the Noteholder.

Section 7.7. Transfer of Project. Absent the prior written consent of the Noteholder and the Issuer, the Owner shall not sell, transfer or otherwise dispose of the Project or any portion thereof (other than sales or other dispositions of obsolete equipment or fixtures in the ordinary course of business) while the Notes are Outstanding.

Section 7.8. Environmental Requirements; Indemnity.

(a) As between the Issuer and the Owner, the Issuer and the Owner agree and understand that the terms and provisions of the Environmental Indemnification Agreement shall govern all indemnifications from the Owner to the Issuer with respect to environmental matters affecting the Project. The terms and provisions of the Environmental Indemnification Agreement are incorporated herein by this reference, mutatis mutandis, as if fully set forth herein with respect to such relationship. As such, the balance of the provisions of this Section govern only the relationship between the Owner and the Noteholder with respect to indemnifications from the Owner to the Noteholder with regard to environmental matters affecting the Project.

(b) For purposes of this Section 7.8, the term "Hazardous Substance" means and includes any substance, material or waste, including asbestos, petroleum and petroleum products (including crude oil), that is or becomes designated, classified or regulated as "toxic," "hazardous" or a "pollutant," or that is or becomes similarly designated, classified or regulated, under any federal, state or local law, regulation or ordinance, but does not include any such substance that is a customary and ordinary household, cleaning or office product used on the Premise by Owner or any tenant or agent of Owner, or customary construction materials used during the course of construction of the Project by the Owner and its general contractor, provided such use is in accordance with applicable hazardous materials laws.

(c) Before signing this Agreement, the Owner researched and inquired into the previous uses and owners of the Premises and obtained a Phase I environmental site assessment and other reports with respect to the environmental conditions of the Premises, a copy of which has been delivered to the Noteholder. Based on that due diligence, the Owner represents and warrants to the Noteholder that, except as the Owner has disclosed to the Noteholder in writing and as described in the Phase I environmental site assessment, to the best of the Owner's

knowledge, (i) no Hazardous Substance has been disposed of, or released to or from, or otherwise now exists in, on, under or around, the Premises, and (ii) no aboveground or underground storage tanks are now or have ever been located on or under the Premises.

(d) The Owner has complied, and will comply and cause all tenants and any other persons who may come upon the Premises to comply in all material respects with all federal, state and local laws, regulations and ordinances governing or applicable to Hazardous Substances, including those requiring disclosures to prospective and actual buyers or tenants of all or any portion of the Premises. The Owner will not install or allow to be installed any aboveground or underground storage tanks on the Premises. The Owner must comply with the recommendations of any qualified environmental engineer or other expert engaged by the Owner with respect to the Premises. The Owner must promptly notify the Noteholder in writing (i) if it knows, suspects or believes there may be any Hazardous Substance in or around any part of the Premises, any improvements constructed on the Premises, or the soil, groundwater or soil vapor on or under the Premises, or that the Owner or the Premises may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance, and (ii) of any claim made or threatened by any person, other than a governmental agency, against the Owner arising out of or resulting from any Hazardous Substance being present or released in, on or around any part of the Premises, any Improvements constructed on the Premises or the soil, groundwater or soil vapor on or under the Premises (any of the matters described in clauses (i) and (ii) above a "Hazardous Substances Claim").

(e) The Noteholder, and its respective officers, employees, directors, agents, parent, subsidiary, affiliates, assignees, and any purchasers of the Premises at any foreclosure sale with respect to the Mortgage (each individually, an "Indemnified Party," and all collectively, the "Indemnified Parties"), have the right at any reasonable time and upon notice to the Owner to enter and visit the Premises for the purposes of observing the Premises, taking and removing soil or groundwater samples and conducting tests on any part of the Premises. The Indemnified Parties have no duty, however, to visit or observe the Premises or to conduct tests, and no site visit, observation or testing by any Indemnified Party imposes any liability on any Indemnified Party. In no event will any site visit, observation or testing by any Indemnified Party be a representation that Hazardous Substances are or are not present in, on or under the Premises, or that there has been or will be compliance with any law, regulation or ordinance pertaining to Hazardous Substances or any other applicable governmental law. Neither the Owner nor any other party is entitled to rely on any site visit, observation or testing by any Indemnified Party. The Owner waives to the fullest extent permitted by law any such duty of care on the part of the Indemnified Parties or any other party to protect the Owner or inform the Owner or any other party of any Hazardous Substances or any other adverse condition affecting the Premises. Any Indemnified Party will give the Owner reasonable notice before entering the Premises. The Indemnified Party will make reasonable efforts to avoid interfering with the Owner's use of the Premises in exercising any rights provided in this Section. The Owner must pay all costs and expenses incurred by an Indemnified Party in connection with any inspection or testing conducted in accordance with this subsection. The results of all investigations conducted and/or reports prepared by or for any Indemnified Party must at all times remain the property of the Indemnified Party, and under no circumstances will any Indemnified Party have any obligation whatsoever to disclose or otherwise make available to the Owner or any other party the results or any other information obtained by any of them in connection with the investigations and reports. Notwithstanding the foregoing, the Indemnified Parties hereby reserve the right, and the Owner hereby expressly authorizes any Indemnified Party, to make available to any party (including any governmental agency or authority and any prospective bidder at any foreclosure sale of the Premises with respect to the Mortgage) any and all reports, whether prepared by any Indemnified

Party or prepared by the Owner and provided to any Indemnified Party (collectively, "Environmental Reports") that any Indemnified Party may have with respect to the Premises. The Owner consents to the Indemnified Parties' notifying any party (either as part of a notice of sale or otherwise) of the availability of any or all of the Environmental Reports and the information contained therein. The Owner acknowledges that the Indemnified Parties cannot control or otherwise assure the truthfulness or accuracy of the Environmental Reports and that the release of the Environmental Reports, or any information contained therein, to prospective bidders at any foreclosure sale of the Premises with respect to the Mortgage may have a material and adverse effect upon the amount that a party may bid at such sale. The Owner agrees that the Indemnified Parties have no liability whatsoever as a result of delivering any or all of the Environmental Reports or any information contained therein to any third party, and the Owner hereby releases and forever discharges the Indemnified Parties from any and all claims, damages, or causes of action, arising out of, connected with or incidental to the Environmental Reports or the delivery thereof

(f) The Owner must promptly undertake any and all remedial work ("Remedial Work") in response to Hazardous Substances Claims to the extent required by governmental agency or agencies involved or as recommended by prudent business practices, if such standard requires a higher degree of remediation, and in all events to minimize any impairment to the Noteholder's security under the Note Security Documents. All Remedial Work must be conducted (i) in a diligent and timely fashion by licensed contractors acting under the supervision of a consulting environmental engineer, (ii) pursuant to a detailed written plan for the Remedial Work approved by all public or private agencies or persons with a legal or contractual right to such approval, (iii) with insurance coverage pertaining to liabilities arising out of the Remedial Work as is then customarily maintained with respect to such activities, and (iv) only following receipt of any required permits, licenses or approvals. The selection of the Remedial Work contractors and consulting environmental engineer, the contracts entered into with such parties, any disclosures to or agreements with any public or private agencies or parties relating to Remedial Work and the written plan for the Remedial Work (and any changes thereto) at the Noteholder's option, is subject to the Noteholder's prior written approval, which may not be unreasonably withheld or delayed.

(g) The obligations and rights of the parties under this Section 7.8 are secured by the Mortgage until the first to occur of full, final and indefeasible repayment of the Liabilities or the transfer of title to all or any part of the Premises at a foreclosure sale under the Mortgage or by deed in lieu of such foreclosure (any of the foregoing transfers being referred to as a "Foreclosure Transfer"). The parties' obligations and rights under this Section 7.8 continue in full force and effect after the full and final payment of the Liabilities or a Foreclosure Transfer, as the case may be, but (i) in the case of a full and final payment of the Liabilities, the Owner's obligations under this Section 7.8 are thereafter limited to the indemnification obligations of subsections (h) and (i) below as to Indemnified Costs (as defined below) arising out of or as a result of events prior to the full and final payment of the Liabilities, and (ii) in the case of a Foreclosure Transfer, the obligations do not include the obligation to reimburse any Indemnified Party for diminution in value of the Premises resulting from the presence of Hazardous Substances on the Premises before the date of the Foreclosure Transfer if, and to the extent that, the Indemnified Party recovers on a deficiency judgment including compensation for such diminution in value; provided, however, that nothing in this sentence impairs or limits an Indemnified Party's right to obtain a judgment in accordance with applicable law for any deficiency in recovery of all obligations that are secured by the Mortgage, subject to the provisions of Section 14.1 hereof. As used in this Section 7.8, the term "Indemnified Costs" means all actual or threatened liabilities, claims, actions, causes of action, judgments, orders, damages (including foreseeable and

unforeseeable consequential damages), costs, expenses, fines, penalties and losses incurred in connection with Hazardous Substances on the Property (including sums paid in settlement of claims and all consultant, expert and reasonable legal fees and expenses of the Noteholder's counsel), including those incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work (whether of the Premises or any other property), or any resulting damages, harm or injuries to the person or property of any third parties or to any natural resources.

(h) The Owner shall indemnify, defend and hold the Indemnified Parties harmless for, from and against any and all Indemnified Costs directly or indirectly arising out of or resulting from any Hazardous Substance being present or released in, on or around any part of the Premises, or in the soil, groundwater or soil vapor on or under the Premises, including: (i) any claim for such Indemnified Costs asserted against any Indemnified Party by any federal, state or local governmental agency, including the United States Environmental Protection Agency and the Illinois Environmental Protection Agency, and including any claim that any Indemnified Party is liable for any such Indemnified Costs as an "owner" or "operator" of the Premises under any law relating to Hazardous Substances; (ii) any claim for such Indemnified Costs asserted against any Indemnified Party by any person other than a governmental agency, including (1) any person who may purchase or lease all or any portion of the Premises from the Owner, from any Indemnified Party or from any other purchaser or lessee, (2) any person who may at any time have any interest in all or any portion of the Premises, (3) any person who may at any time be responsible for any clean-up costs or other Indemnified Costs relating to the Premises, and (4) any person claiming to have been injured in any way as a result of exposure to any Hazardous Substance; (iii) any Indemnified Costs incurred by any Indemnified Party in the exercise by the Indemnified Party of its rights and remedies under this Section 7.8; and (iv) any Indemnified Costs incurred by any Indemnified Party as a result of currently existing conditions in, on or around the Premises, whether known or unknown by the Owner or the Indemnified Parties at the time this Agreement is executed, or attributable to the acts or omissions of the Owner, any of the Owner's tenants, or any other person in, on or around the Premises with the consent or under the direction of the Owner.

(i) Upon demand by any Indemnified Party, the Owner must defend any investigation, action or proceeding involving any Indemnified Costs that is brought or commenced against any Indemnified Party, whether alone or together with the Owner or any other person, all at the Owner's own cost and by counsel approved by the Indemnified Party. In the alternative, any Indemnified Party may elect to conduct its own defense at the Owner's expense.

(j) In addition to any other rights or remedies the Noteholder may have under this Agreement, at law or in equity, upon the occurrence of an Event of Default under this Agreement, the Noteholder may do or cause to be done whatever is necessary to cause the Premises to comply with any and all laws, regulations and ordinances governing or applicable to Hazardous Substances, and any other applicable law, rule, regulation, order or agreement, and the cost thereof will become immediately due and payable upon demand by the Noteholder, and if not paid when due will accrue interest at the default rate set forth in the Notes, until paid. The Owner hereby acknowledges and agrees that any amounts realized by the Noteholder by reason of the following may be applied to pay the Liabilities prior to being applied to pay the Owner's obligations to reimburse the Noteholder for costs and expenses, including those incurred by the Noteholder in enforcing its rights and remedies under the provisions of this Section 7.8: (i) any payments made pursuant to the Notes or any of the Owner Collateral Documents (other than payments made to the Noteholder for reimbursement of costs and expenses or for enforcement of

its rights and remedies, under the provisions of this Section 7.8); (ii) any foreclosure of the Mortgage or the other documents evidencing or securing the Liabilities (including any amounts realized by reason of any credit bid in connection with any such foreclosure); (iii) any conveyance in lieu of foreclosure; (iv) any other realization upon any security for the Liabilities; (v) any recoveries against the Owner personally (except for recoveries against the Owner for reimbursement of costs and expenses or enforcement of the Noteholder's rights and remedies under this Section 7.8); and (vi) any recoveries against any person or entity other than the Owner (including any guarantor) to the maximum extent permitted by applicable law.

Section 7.9. Insurance. The Owner shall at all times maintain insurance with respect to the Project as is set forth in the Mortgage.

Section 7.10. Project Budget. All Costs of the Project shall be identified by one item in the Development Cost Budget approved in writing by the Noteholder. The initial Development Cost Budget shall have a hard cost contingency line item in the minimum amount of five percent (5%) of the hard cost amount (exclusive of profit and overhead) of the approved contract for construction of the Project between the Owner and a general contractor approved by the Noteholder. The initial Development Cost Budget, once so approved by the Noteholder shall not be modified or amended without the prior written approval of the Noteholder.

Section 7.11. Completion of Construction. (a) The Owner shall commence construction of the Project during or before the Closing Date, and Complete all improvements comprising the Project during or before [April 30, 2013] (the "Completion Date").

(b) For purposes of this Section, the Project shall be deemed "Complete" when (a) the Project has been substantially completed in accordance with the approved Plans and Specifications therefor and all applicable laws and ordinances, as evidenced by a certification of the Owner's design architect; (b) final lien waivers from the Owner's General Contractor and any other contractors providing materials and labor in connection with the Project have been obtained, or the Owner shall have deposited with the Noteholder such surety bond, cash or other security satisfactory to the Noteholder in its sole discretion to secure the payment of any unpaid claims; (c) a certificate of occupancy (or its functional equivalent) has been issued by the City of Chicago Department of Buildings with respect to the Project; (d) the Project has been "placed in service" pursuant to the requirements of Section 42 of the Internal Revenue Code; and (e) all requirements of the Ground Lease relating to construction completion have been satisfied.

Section 7.12. Balancing. The Owner shall maintain the sources and uses of funds for the Project "in balance." The Project is "in balance" whenever the amount of the undisbursed funds (the "Undisbursed Funds") considering all financing sources that are, in the Noteholder's reasonable judgment, available for disbursement to pay Costs of the Project are sufficient, in the Noteholder's reasonable judgment, to pay all budgeted and unpaid Costs of the Project through completion of the Project, except for developer fees. The Project is "out of balance" if and when the Noteholder in its reasonable judgment determines that the Undisbursed Funds for the Project are insufficient to pay for all Costs of the Project.

Section 7.13. Change Orders. The Owner must obtain the Noteholder's prior written approval of any change in any work or materials for the Project (whether positive or negative) exceeding \$25,000 in amount. Also, the Owner must obtain the Noteholder's prior written approval for any change in any work or materials if the aggregate amount of all changes (whether positive or negative) with respect to the Project will then exceed \$100,000.

Section 7.14. Covenant Against Liens. The Owner must pay or otherwise discharge promptly all claims and liens for labor done and materials and services furnished in connection with the construction of the Project. The Owner has the right to contest in good faith any claim or lien, provided that it does so diligently and without prejudice to the Noteholder or delay in completing the Project by the Completion Date. Promptly upon the Noteholder's request, the Owner must provide a bond, cash deposit or other security satisfactory to the Noteholder in the exercise of its reasonable judgment.

Section 7.15. Financial Statements. Within one hundred twenty (120) days after the end of each entity's fiscal years, the Owner must deliver annual unaudited balance sheets and income statements to the Noteholder for itself, the Project and, until construction of the Project is Complete, of the Guarantor, together with a statement showing all changes in the financial condition of any such parties or of the Project occurring during the preceding fiscal year. Also, the Owner must deliver promptly to the Noteholder (a) quarterly operating statements and rent rolls for the Project within thirty (30) days after each fiscal quarter from and after the date that construction of the Project is Complete; and (b) if the Noteholder requests them or they become available, quarterly balance sheets and income statements for the Owner. The Owner must also deliver copies of all federal income tax returns (including all Schedule K-1s and any information returns) filed by the Owner and, until construction of the Project is Complete, the Guarantor within thirty (30) days after the filing of each such income tax or information return.

Section 7.16. Notices. The Owner must notify the Noteholder promptly in writing of (a) any litigation affecting the Owner, the Manager Member, or the Developer, the defense of which has not been tendered to and accepted by the Owner's insurance carrier; (b) any written or oral communication the Owner receives from any governmental, judicial or legal authority giving notice of any claim or assertion that the Premises or the Project fails in any material respect to comply with any of any applicable law, ordinance, rule, regulation or other governmental requirements; (c) any material adverse change in the physical condition of the Project (including any damage suffered as a result of earthquakes or floods); (d) any material adverse change in financial condition or operations of the Owner, the Manager Member, or the Developer; (e) any change in the ownership or control of the Owner or any of its members; or (f) any default by the Owner's General Contractor or any subcontractor or material supplier for the Project.

Section 7.17. Zoning Amendments, Subdivisions, etc. The Owner will not, without the prior written consent of the Noteholder, suffer or cause any change in zoning relating to the Premises or permit any vacation of any existing public street or alley serving the Premises or dedicate any portion of the Premises or convert any portion of the Project to condominium or cooperative ownership.

ARTICLE VIII

COVENANTS OF THE ISSUER

Until the payment in full of the Notes and the Owner Notes, and until all Liabilities are indefeasibly satisfied in full, the Issuer covenants and agrees that each of the covenants, undertakings and agreements set forth in this Section shall be complied with.

Section 8.1. Payment of Principal and Interest. The Issuer shall promptly pay the principal of and interest on the Notes at the place, on the dates and in the manner provided in the Note Issuance Agreement and the Notes according to the true intent and meaning thereof; provided, however, that the Notes shall each be a special, limited obligation of the Issuer payable as to principal and interest solely from the Revenues as provided in Section 2.08 of the Note Issuance Agreement.

Section 8.2. Owner Notes. The Issuer shall not thwart the efforts of the Owner or the Noteholder to defend (and, upon the written request of the Noteholder, shall assist in such defense if such assistance

is necessary to adequately defend the rights of the Noteholder thereunder at no cost to the Issuer) the title to the Owner Notes against all claims and demands of all Persons whatsoever, and hereby authorizes the Owner and the Noteholder to defend, on behalf of the Issuer, all such claims and demands.

Section 8.3. Further Assurances. The Issuer shall execute, acknowledge and deliver each and every further act, deed, conveyance, transfer and assurance reasonably necessary or proper for the better assuring of the pledge and assignment to the Noteholder of this Loan Agreement, the Owner Notes, the Owner Collateral Documents and the Security for the Notes. The Owner agrees to pay all expenses incurred by the Issuer in connection with the performance by the Issuer of its agreements under this Section 8.3.

Section 8.4. Arbitrage. The Issuer shall not take any action within its control, or fail to take any action of which it has knowledge, with respect to the investment of the proceeds of the Notes, including, without limitation, moneys on deposit in any Fund or Account in connection with the Notes, whether or not such moneys were derived from the proceeds of the sale of the Notes or from any other source, or with respect to the payments derived from the Owner Notes, which may result in constituting the Notes "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations. The Issuer further covenants to create a rebate fund upon direction by the Owner to facilitate the payment of any rebatable arbitrage that may arise.

Section 8.5. Volume Cap. The Issuer shall take such actions as may be required to ensure that sufficient volume cap is available under Section 146 of the Code for the issuance of the Notes in compliance with Section 146 and to provide timely evidence of such volume cap in connection with disbursements from the Construction Fund as required by Section 11.2(h) hereof

Section 8.6. Assignment of Issuer's Rights. As security for the payment of the Notes, the Issuer shall assign and pledge this Loan Agreement (except for Issuer Reserved Rights), the Owner Notes and the Security for the Notes to the Noteholder. The Noteholder and the Owner hereby agree to such assignment, and the Owner agrees that it shall make payments directly to the Noteholder as herein provided, without any defense or rights of set-off whatsoever.

ARTICLE IX

COMPLETION OF PROJECT; ISSUANCE OF NOTES

Section 9.1. Agreement to Complete Project; Application of Note Proceeds. The Owner shall apply the proceeds of the Notes to the acquisition, construction, and equipping of the Project as described in Exhibit B-1 attached hereto. The Owner acknowledges and agrees that the disbursement of proceeds of the Notes shall be made in the order and pursuant to the terms of the Construction Escrow Agreement. The Owner agrees that the acquisition, construction, and equipping of the Project will at all times proceed with due diligence to completion.

Section 9.2. Agreement to Issue the Notes. In order to provide funds to make the Loans to the Owner to pay a portion of the Costs of the Project and related expenses, but subject to the terms and conditions contained in the Note Issuance Agreement, the Issuer agrees that it will issue, sell and cause to be delivered to the Noteholder, the Series 2011A Note in the principal amount of [\$14,857,000] and the Series 2011B Note in the principal amount of [\$6,143,000], in each case bearing interest and maturing as set forth in the Note Issuance Agreement. The Issuer will deposit, or cause to be deposited, the proceeds received from the sale of the Notes with the Fiscal Agent for deposit in the respective Construction Accounts of the Construction Fund in accordance with Article IV of the Note Issuance Agreement.

Section 9.3. Disbursements from the Constmction Fund. Upon receipt by the Fiscal Agent of the proceeds from the sale of the Notes as advanced by the Noteholder, the Fiscal Agent will, subject to the prior written approval of the Noteholder, disburse moneys in the related Account of the Constmction Fund to or on behalf of the Owner for the following purposes, to the extent included in the related Development Cost Budget or otherwise approved by Noteholder:

(a) Payment of the initial or acceptance fee of the Fiscal Agent (if any), the fees and expenses for recording or filing any required documents or instruments by which the revenues and receipts to be derived by the Issuer pursuant to this Loan Agreement, the related Owner Notes and the Security for the Notes are assigned and pledged as security for the related Notes, and the fees and expenses for recording or filing any financing statements and any other documents or instrmnts that either the Owner or counsel to the Issuer may deem desirable to file or record.

(b) Payment to the Owner of such amounts as shall be necessary to reimburse the Owner in full for all advances and payments made or costs that have been or will be incurred prior to or after the delivery of the Notes for expenditures in connection with the preparation of Plans and Specifications (including any preliminary study or planning of the Project or any aspect thereof), the acquisition, constmction, and equipping of the Project and the acquisition and installation necessary to provide utility services and all real or personal properties deemed necessary in connection with the Project.

(c) Payment or reimbursement to the Owner of all financial, legal and accounting fees and expenses (including all expenses incurred in connection with the placement of the Notes) incurred in connection with the authorization, sale and issuance of the Notes, the preparation of the Note Issuance Agreement, this Loan Agreement, the Security for the Notes, the Owner Documents, the Issuer Documents and all other documents in connection therewith.

(d) Payment or reimbursement for labor, services, materials and supplies used or furnished on site improvement and in the acquisition, constmction, and equipping of the Project as provided in Exhibit B-1 hereto, payment for the cost of the acquisition and installation of utility services or other facilities, and the acquisition and installation of all real and personal property deemed necessary in connection with the Project and payment for the miscellaneous capitalized expenditures incidental to any of the foregoing items.

(e) Payment or reimbursement of the fees if any, for architectural, engineering, legal, investment banking and supervisory services with respect to the Project, and of any fees payable to the Issuer or the Noteholder, or the Issuer's or the Noteholder's counsel, or to the Investor Member in connection with the financing of the Project.

(f) To the extent not paid pursuant to a contract for acquisition, constmction, or equipping with respect to any part of the Project, payment of the premiums on all insurance required to be taken out and maintained with respect to the Project during the related constmction period.

(g) Payment of the taxes, assessments and other charges, if any, that may become payable during the related constmction period with respect to the Project, or reimbursement thereof if paid by the Owner.

(h) Payment of expenses incurred in seeking to enforce any remedy against any supplier, conveyor, grantor, contractor or subcontractor in respect of any default under a contract relating to the Project.

(i) Payment of interest on the related Owner Notes, or reimbursement of the Owner for any payments for such purpose during the related construction period.

(j) All money remaining in the Construction Fund after the Project is Complete, and after payment or provision for payment of all other items provided for in the preceding subsections (a) to (i), inclusive, of this Section 9.3, shall be used in accordance with Section 9.4 hereof

Each of the payments referred to in this Section 9.3, other than those payments referred to in subsection (j) above, shall be made upon receipt by the Fiscal Agent of the documents and showings specified in Section 9.5 hereof

Notwithstanding any other provision hereof or of the Note Issuance Agreement, in the event the moneys in the Construction Fund, together with the balance of monies that are available through the Additional Funding Sources, for payment of the Costs of the Project should not, in the Noteholder's reasonable judgment, be sufficient to pay the costs thereof in full, the Owner agrees within ten (10) days after receipt of written notice thereof from the Noteholder to pay directly, or to deposit in the Construction Fund moneys sufficient to pay, the costs of completing the Project as may be in excess of the moneys available therefor in the Construction Fund and from the Additional Funding Sources. NEITHER THE ISSUER NOR THE NOTEHOLDER MAKES ANY WARRANTY, EITHER EXPRESS OR IMPLIED, THAT THE MONEYS WHICH WILL BE PAID INTO THE CONSTRUCTION FUND, AND WHICH, UNDER THE PROVISIONS OF THIS LOAN AGREEMENT, WILL BE AVAILABLE FOR PAYMENT OF THE COSTS OF THE PROJECT RELATING TO THE PROJECT, WILL BE SUFFICIENT TO PAY ALL THE COSTS THAT WILL BE INCURRED IN THAT CONNECTION. The Owner agrees that if it should pay or should deposit moneys in the Construction Fund for payment of any portion of the Costs of the Project pursuant to the provisions of this Section 9.3, it shall not be entitled to any reimbursement therefor from the Issuer, the Fiscal Agent or the Noteholder, nor shall it be entitled to any diminution of the amounts payable under the Owner Notes or hereunder. The Owner hereby pledges, sets over and transfers to the Issuer and hereby grants to the Issuer a security interest and right of setoff in all rights to the proceeds in the escrow account, if any, created pursuant to Section 9.4 of this Loan Agreement.

Section 9.4. Completion of the Project. (a) Any moneys (including investment proceeds) remaining in the Series 2011A Construction Account of the Construction Fund on the date the Project is Completed and not set aside for the payment of Costs of the Project not then due and payable shall on such date be placed by the Fiscal Agent in a separate escrow account and used to pay the outstanding principal balance of the Series 2011A Owner Note at the earliest possible redemption date, provided that, until used for such purpose, moneys on deposit in such escrow account may be invested as provided in Section 9.6 hereof, but may not be invested to produce a yield on such moneys (computed from the date the Project was completed and taking into account any investment of moneys during the period from the date the Project was Completed until such moneys were deposited in such escrow account) greater than the lower of the yield on the Series 2011A Note, all as such terms are used in and determined in accordance with Section 148(a) of the Code and the Regulations.

(b) Any moneys (including investment proceeds) remaining in the Series 2011B Construction Account of the Construction Fund on the date the Project is Completed and not set aside for the payment of Costs of the Project not then due and payable shall on such date be placed by the Fiscal Agent in a separate escrow account and used to pay the outstanding principal

balance of the Series 2011B Owner Note at the earliest possible redemption date, provided that, until used for such purpose, moneys on deposit in such escrow account may be invested as provided in Section 9.6 hereof, but may not be invested to produce a yield on such moneys (computed from the date the Project was completed and taking into account any investment of moneys during the period from the date the Project was Completed until such moneys were deposited in such escrow account) greater than the lower of the yield on the Series 2011B Note, all as such terms are used in and determined in accordance with Section 148(a) of the Code and the Regulations.

(c) No Person not a party hereto shall have any rights to the money or other funds or assets from time to time in the Construction Fund or the escrow accounts referred to in this Section 9.4 or Section 4.02 of the Note Issuance Agreement.

Section 9.5. Disbursements. Funds in the Constmction Fund shall be disbursed upon written request, substantially in the form of Exhibit C hereto, signed by the Owner and the Noteholder. The Noteholder's disbursement of funds from the Construction Fund, other than the payment or reimbursement of interest pursuant to Section 9.3(i), shall be subject to the satisfaction of the conditions set forth in Articles X and XI hereof

Immediately following a disbursement, the Owner covenants that written notice of the amount and date of the disbursement shall be provided to the Issuer. Such notice may be provided by an email sent to such address as the Issuer may have designated to be used for such purposes in a prior notice to the Owner.

Section 9.6. Investment of Moneys. (a) Any moneys held as part of the Construction Fund, or the escrow accounts specified in Section 9.4 hereof, or as part of any other Fund or Account in the possession or control of the Fiscal Agent, while acting as such under the Note Issuance Agreement, and any other moneys subject to the requirements of Section 148(a) of the Code, including any moneys which at any time shall constitute "gross proceeds" of the Notes within the meaning of the Regulations, shall be invested, to the extent permitted by law, only in Eligible Investments.

(b) All such investments of moneys held by the Fiscal Agent as a part of the Construction Fund or the escrow accounts specified in Section 9.4 hereof or any other Fund or Account shall be made by the Fiscal Agent at the direction of the Owner (which direction shall be either in writing or given orally and confirmed in writing). The approval of the Issuer shall not be required prior to the making of any such investment, but the Issuer reserves the right (which right is subject to assignment as set forth in Section 4.2 hereof) to disapprove in its reasonable discretion any investments or proposed investments of which it has notice. If no direction is given by the Owner, the Issuer may direct (which right is subject to assignment as set forth in Section 4.2 hereof) the Fiscal Agent to invest in any of the Eligible Investments, and, if no direction is given, the Fiscal Agent or any affiliate thereof shall invest in no-load, open-end money market mutual funds (including those of the Fiscal Agent and its affiliates) registered under the Investment Company Act of 1940, provided that the portfolios of such funds are limited to Government Obligations and each such fund has been assigned a rating by each Rating Agency of "AAA" or "Aaa," as applicable.

(c) The Fiscal Agent may make any and all such investments through its own investment department or that of an affiliate. The investments so purchased shall be held by the Fiscal Agent and shall be deemed at all times a part of the Fund, Account or Subaccount for which the investment was made, and the interest accming thereon and any profit realized therefrom shall be credited to such Fund, Account or Subaccount, as the case may be, and any net

losses resulting from such investment shall be charged to such Fund, Account or Subaccount, as the case may be.

Section 9.7. Arbitrage Covenant. The Owner covenants with the Noteholder and the Issuer that, as long as any of the payment obligations hereunder remain unpaid, moneys on deposit in any Fund, Account or Subaccount in connection with the Notes, whether or not such moneys were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner that will cause the Notes to be “arbitrage bonds” within the meaning of Section 148(a) of the Code and the Regulations.

ARTICLE X

CONDITIONS TO APPROVAL OF INITIAL DISBURSEMENTS

All disbursements (other than disbursements solely to pay interest on the Owner Notes) made by the Fiscal Agent of funds deposited and held in the Construction Fund are subject to the prior written approval of the Noteholder as set forth in Articles X (with respect to initial disbursements) and XI (with respect to all disbursements) hereof

Funds in the Construction Fund may be disbursed to pay Costs of the Project upon fulfillment of the conditions set forth in Section 2.11 of the Note Issuance Agreement, and subject to the disbursement requirements of this Article and Article XI hereof

The Noteholder’s approval of the initial disbursement of proceeds of each of the Loans is subject to the satisfaction of all of the following conditions and delivery of the following documents in form and content acceptable to the Noteholder:

Section 10.1. Documents. All of the documents required to be delivered to the Noteholder or the Fiscal Agent pursuant to this Agreement and the Note Issuance Agreement shall have been duly authorized, executed and delivered to the Noteholder and the Fiscal Agent, respectively, including, without limitation, the related Owners Notes, the related Notes, the related Owner Collateral Documents and such other agreements or documents as may be required by the Noteholder in its discretion, including, without limitation, such intercreditor, subordination or other agreements between and among the Noteholder and third parties making loans to the Owner secured by mortgages of the Owner’s estate in the related Premises.

Section 10.2. Title Policy. An ALTA standard form or equivalent construction loan policy of title insurance (the “Title Policy”) issued by Greater Illinois Title Company or such other title insurance company as the parties shall jointly designate (the “Title Company”), insuring the lien of the Mortgage with respect to the Premises to be a first priority lien against the Owner’s estate in the Premises, subject only to those exceptions as are set forth in the Title Policy and any other exceptions as the Noteholder shall consent to in writing (“Permitted Exceptions”), containing extended coverage over the standard exceptions, including, without limitation, the exceptions for mechanics’ lien claims and for matters of survey, and containing a lender’s comprehensive endorsement, modified 3.1 zoning endorsement (with parking), mezzanine financing endorsement, location endorsement, survey endorsement, usury endorsement, access, environmental lien endorsement, creditor’s rights endorsement, pending disbursement endorsement and such other special endorsements as the Noteholder may reasonably require, together with copies of recorded documents affecting title to the related Premises.

Section 10.3. Survey. A current survey of the Premises prepared by a surveyor licensed in the State of Illinois in accordance with the current minimum detail requirements of the American Land Title Association and showing the boundaries of the Premises, the location of all improvements thereon, the area of the Premises in square feet, set-back lines, encroachments, easements, rights of way and any other

matters of interest to the Noteholder. The survey shall be in such form as is acceptable to the Noteholder and the Title Company, be certified to the Noteholder and the Title Company, and contain a legal description of the Premises. The survey shall also certify that the Premises are situated in an area designated Zone C ("area of minimal flooding") according to the applicable Federal Emergency Management Agency Flood Insurance Rate Maps.

Section 10.4. Documents of Organization/Authority. A true, correct and complete copy of the fully executed Operating Agreements (including all amendments) of the Owner, the Manager Member, and the Developer, together with such additional documentation as the Noteholder deems necessary to evidence the due organization, good standing and authority of the Owner, the Manager Member, and the Developer, the form and content of which shall be satisfactory to the Noteholder in its discretion.

Section 10.5. Opinions of Counsel. Opinions of Bond Counsel and Owner's counsel, addressing such matters as the Noteholder may request.

Section 10.6. Noteholder's Fees. All fees and expenses of the Noteholder and the Fiscal Agent (if any) in connection with the purchase of the Notes and the assignment of this Agreement and the Owner Notes shall have been paid.

Section 10.7. Searches. Uniform Commercial Code, judgment and federal tax lien searches of the filing offices of the Illinois Secretary of State and Cook County showing all financing statements, tax liens or judgments entered or filed against Owner, the Manager Member, the Developer, the Investor Member, or the Premises, and dated no later than thirty (30) days prior to the date of issuance of the Notes.

Section 10.8. Development Cost Budget. The Development Cost Budget setting forth all costs associated with the acquisition of the Premises and the completion of the Project shall be approved by the Noteholder in writing. Once approved by the Noteholder, any subsequent amendments to the approved Development Cost Budget shall require the further prior written approval of the Noteholder.

Section 10.9. Architect's Contract. A copy of the fully executed contract with the Owner's architect for the Project, in form and content acceptable to the Noteholder. In addition, Owner shall deliver a certification of the Owner's architect that (a) the Plans and Specifications comply with all applicable laws and ordinances; (b) that the Plans and Specifications are complete in all respects and contain all details requisite for construction of the Project, which, when built in accordance therewith, shall be ready for use and occupancy for its intended purpose in compliance with all applicable laws; and (c) that the Plans and Specifications were prepared in a manner consistent with accepted architectural practice.

Section 10.10. Plans and Specifications. Preliminary Plans and Specifications, as approved by the Noteholder, and with evidence of appropriate governmental approvals thereof

Section 10.11. Operating Documents. Certified copies of all permits, licenses, consents, authorizations, agreements and governmental approvals necessary for the construction of the Project.

Section 10.12. Construction Contract. A construction contract written on AIA form providing for a maximum guaranteed price (or other form acceptable to the Noteholder) between the Owner and a general contractor approved by the Noteholder for construction of the Project in accordance with the Plans and Specifications. At the Noteholder's option, the construction contract shall be collaterally assigned to the Noteholder and such assignment acknowledged and consented to by the general contractor.

Section 10.13. Sworn Statements. True, correct and complete copies of the sworn statements of the Owner and the Owner's general contractor, executed and acknowledged and in form and content acceptable to the Noteholder.

Section 10.14. Appraisal. An appraisal of the Project prepared by a licensed appraiser acceptable to the Noteholder indicating a fair market value of the Project upon stabilization acceptable to the Noteholder in its discretion. If requested by the Noteholder, the Owner shall deliver a letter from the appraiser indicating that the Noteholder is entitled to rely on the appraisal to the same extent as if the appraisal was addressed to the Noteholder.

Section 10.15. Additional Funding Sources. The Noteholder shall have approved the form and content of all documentation evidencing or securing the loans from the Additional Funding Sources with respect to the Project, and the Noteholder shall receive evidence satisfactory to the Noteholder in its sole and absolute discretion that the conditions to initial disbursement of each of the loans from each of the Additional Funding Sources have been satisfied or waived, and such loans are available for disbursement to fund Costs of the Project with respect to the Project, and that no failure of condition or default, or event or circumstance that with notice or the passage of time, or both, would constitute a default, under any ordinance, resolution or agreement relating to any such loan from an Additional Funding Source exists. The Noteholder and the Additional Funding Sources shall also have agreed in the related Construction Escrow Agreement or otherwise in writing regarding the priority and, to the extent contemporaneously funded, the ratio in which the proceeds of the Loans and the Additional Funding Sources are to be disbursed to finance Costs of the Project (such agreed to priority or ratio being referred to herein as the "Funding Order").

Section 10.16. Environmental Review. An environmental review of the Premises in detail and form acceptable to the Noteholder. If requested by the Noteholder, the Owner shall deliver a letter from the environmental consultant indicating that the Noteholder is entitled to rely on the environmental review to the same extent as if the environmental review was addressed to the Noteholder.

Section 10.17. Bonds. Performance and payment bonds with respect to the Project from the Owner's general contractor and/or its subcontractors with an aggregate penal sum equal to the full amount of the construction contract written on applicable AIA or HUD forms, or other forms satisfactory to the Noteholder, and underwritten by a surety satisfactory to the Noteholder, naming the Noteholder as co-obligee.

Section 10.18. Equity Requirements. The Noteholder shall have determined, in the exercise of its reasonable discretion, that the aggregate of (a) the principal amount of the Loans, plus (b) the amount of all equity contributed by the Owner, plus (c) all funds unconditionally committed by Additional Funding Sources are sufficient to (i) fully Complete the Buildings and related ancillary improvements in the Project, and (ii) pay all Costs of the Project, identified in the Development Cost Budget together with other sums due under the Loan Documents.

Section 10.19. Ground Lease. The Noteholder shall receive a true, correct and complete copy of the fully executed Ground Lease, which shall be in form and content acceptable to the Noteholder in its sole discretion, together with a certificate of the Issuer, as lessor, certifying that no default exists under the related Ground Lease and, to its knowledge, no event or circumstance exists that with notice or the passage of time, or both, would give rise to a default under the Ground Lease.

Section 10.20. Report of Noteholder's Inspecting Architect. The Noteholder shall have received a written report of its inspecting architect subsequent to review by the inspecting architect, including,

without limitation, of the Plans and Specifications, the construction contract between the Owner and general contractor, and the construction schedule for the Project.

Section 10.21. Approval of Members/Material Adverse Financial Change. Each member of the Owner shall be acceptable to the Noteholder and there shall have occurred no material adverse change in the financial condition of the Owner, the Manager Member, or the Developer.

Section 10.22. No Material Litigation. No material litigation shall be pending or threatened against the Owner, the Manager Member, or the Developer.

Section 10.23. Loan to Value Requirement. The Project shall have a loan-to-value ratio ("Loan-to-Value Ratio") of not greater than eighty percent (80%), which Loan-to-Value Ratio shall be calculated as the maximum principal amount of the Series 2011B Loan divided by the Prospective Market Value Upon Stabilization (as hereinafter defined) of the Project. As used herein, "Prospective Market Value Upon Stabilization" means the market value of the Project assuming the Project has attained stabilization, which an income-producing real estate project is expected to achieve under competent management after exposure for leasing in the open market for a reasonable period of time at terms and conditions comparable to competitive offerings. The Prospective Market Value Upon Stabilization shall be based on a current appraisal meeting all applicable regulatory requirements, taking into account current market conditions, including vacancy factors, estimated date of stabilization, discount rates, and rental rates and concessions, as accepted by Noteholder in its reasonable discretion. Any appraisal used to determine the Prospective Market Value Upon Stabilization shall be satisfactory to Noteholder in all respects and shall be obtained at the sole cost and expense of Owner.

Section 10.24. Release of Lien Encumbering Investor Member's Interest in Owner. Prior to the disbursement of an amount of the Series 2011B Loan in excess of \$51,000, the Owner shall have provided evidence satisfactory to the Noteholder of the release of any lien and security interest of any warehouse lender or other person in the Investor Member's investor membership interest in the Owner.

ARTICLE XI

CONDITIONS PRECEDENT TO ALL DISBURSEMENTS

Unless otherwise approved by the Noteholder (and except with respect to disbursements solely to pay interest on the Notes), disbursements from the related Account in the Construction Fund shall be deposited into the Construction Escrow established with the Title Company pursuant to the Construction Escrow Agreement. Subject to the introductory language of Article X hereof, the Noteholder's approval of each request of the Owner for disbursement of funds held in the Construction Fund shall be subject to satisfaction of the following conditions:

Section 11.1. No Default. No Default or Event of Default, or event which with the giving of notice or lapse of time or both would constitute a Default or Event of Default shall exist hereunder or under the Note Issuance Agreement, and the representations and warranties contained in Article VI hereof shall be true and accurate in all material respects as of the date of each disbursement request.

Section 11.2. Draw Request Documents. The Noteholder or, at the Noteholder's direction, the Title Company shall have received and approved the following documents in form acceptable to the Noteholder with each request for a disbursement of a Loan:

- (a) a Disbursement Request from the Owner requesting the disbursement, containing any special funding instructions and requesting any necessary changes in the Plans and Specifications, Development Cost Budget or construction schedule;

(b) a current Owner's sworn statement completed and certified showing items of the budgeted Costs of the Project, with amounts previously paid and amounts requested for disbursement;

(c) an "Application for Payment and General Contractor's Sworn Statement" form completed and certified and sworn to by the General Contractor;

(d) partial lien waivers or releases of lien from the Owner's general contractor for the full amount of the requested disbursement, and partial lien waivers or releases of lien from all material suppliers and subcontractors showing, in the case of all draw requests other than the final draw request, full payment through the preceding draw request, and, in the case of the final draw request, for the full amount of the requested disbursement, or copies of such waivers or releases if the originals are delivered to the Title Company in order to obtain the endorsement hereinafter required;

(e) a Title Company date down and pending disbursement endorsements updating the Noteholder's Title Policy through the date of the immediately preceding disbursement;

(f) copies of invoices and other documents to support the full amount of non-construction cost items contained in the requested disbursement;

(g) certifications from the Owner's architect and the Noteholder's inspecting architect that the work and materials for which payment is requested have been performed or delivered substantially in accordance with the Plans and Specifications and applicable laws and ordinances; certification by the Noteholder's inspecting architect shall be made for the Noteholder's benefit only, and shall not be deemed as an acceptance of the work or a confirmation of the quality of the work and materials performed or supplied;

(h) written confirmation from the Issuer, which shall not be unreasonably withheld, conditioned, or delayed, substantially in the form of Exhibit E hereto, that sufficient volume cap is available for the disbursement under Section 146 of the Code, which written confirmation shall identify the calendar year in which such volume cap arose in the event that such volume cap is being provided pursuant to a carryforward allocation under Section 146(f) of the Code; such notice may be provided by an email sent from the Issuer to the Internet addresses for the Noteholder and the Owner that each such party has previously provided to the Issuer; and

(i) such other documentation as may be reasonably requested by the Noteholder.

The requirement in paragraph (h) for a written confirmation of volume cap may be modified or eliminated in accordance with an opinion of Bond Counsel concluding that such modification or elimination of the requirement will not adversely affect the tax-exempt status of interest on the Notes for federal income tax purposes.

Section 11.3. Title Endorsements. The Noteholder shall have received a telephonic commitment from the Title Company to issue an endorsement to the Title Policy extending coverage to include the date and the amount of the requested disbursement, without exception for mechanics' liens or claims of liens, or any other matter not previously approved by the Noteholder in writing, and the Noteholder shall have received and approved a written endorsement to its Title Policy covering the immediately previous disbursement.

Section 11.4. Retainage. Each disbursement (other than for materials-only subcontracts) relating to the Project shall be subject to a holdback (the "Retainage") equal to ten percent (10%) of all amounts due the Owner's general contractor and each subcontractor until the Owner has Completed the construction of fifty percent (50%) of the Project, as certified in writing by the Owner's architect and confirmed by the Noteholder's consulting or inspecting architect. Thereafter, no additional Retainage shall be withheld with respect to each subsequent advance. Additionally, the Owner may submit a written request to the Noteholder that the Retainage for a particular subcontractor that has completed all of its work under its subcontract related to the Project (as certified in writing by the Owner's architect and confirmed by the Noteholder's consulting or inspecting architect) be reduced to five percent (5%). The Noteholder shall then release half the amount of Retainage allocable to the subject subcontract, subject to compliance with the terms and conditions of this Agreement. All remaining Retainage will be released upon completion of the Project, and upon satisfaction of the conditions for the final disbursement as set forth in Section 11.10 below.

Section 11.5. Mechanics' Liens and Litigation. There shall be no mechanic's lien claim, litigation or proceeding pending or, to the best of Owner's knowledge, threatened against or affecting the Premises, unless the same are being contested in accordance with Section 7.14 hereof, or any pending litigation which would in any runner materially adversely affect the Premises or the priority or enforceability of the Notes, the related Owner Notes, the Mortgage or the other Owner Collateral Documents or the ability of the Owner to complete the acquisition, construction, and equipping of the Project.

Section 11.6. No Default under Construction Contract or Agreements with Additional Funding Sources. There shall exist no default, and there shall exist no event or circumstance that with notice or the passage of time or both would constitute a default, under (a) the Owner's construction contract with the general contractor, or (b) any note, agreement or other document executed in connection with any Additional Funding Source.

Section 11.7. No Default under Ground Lease or Operating Agreement. (a) There shall exist no default under the Ground Lease, and no event or circumstance shall exist that with notice or the passage of time, or both, would give rise to a default under the Ground Lease.

(b) There shall exist no default under the Operating Agreement, and no event or circumstance shall exist that with notice or the passage of time, or both, would give rise to a default under the Operating Agreement.

Section 11.8. Deposits to Escrow Fund. Reference is made to the Pledge Agreement. No disbursement shall be made of the Series 2011A Loan unless and until there shall be deposited into the Escrow Account of the Escrow Fund established under the Pledge Agreement amounts as provided in Section 3.02 of the Pledge Agreement.

Section 11.9. Funding Priorities. The related Additional Funding Sources shall have agreed to fund proceeds of their respective loans in accordance with the construction funding priorities established pursuant to the Construction Escrow Agreement. No disbursement of proceeds of the Series 2011B Loan shall be made, without the express written consent of the Noteholder, prior to disbursement of (i) the Initial Equity, (ii) the Affordable Housing Loan, (iii) the DTC Loan, and (iv) the proceeds of the Series 2011A Loan. A disbursement schedule for all sources of funding shall be provided by the Construction Escrow Agreement.

Section 11.10. Final Construction Disbursement. The final disbursement and release of Retainage shall be subject to the Noteholder's receipt and approval of the following:

- (a) certifications that the acquisition, construction, and equipping of the Project has been completed in substantial compliance with the Plans and Specifications, as well as all applicable laws and ordinances, from the Owner, the Owner's architect and the Noteholder's inspecting architect;
- (b) final lien waivers and affidavits from the Owner's general contractor and any other contractors required by the Title Company to issue its final endorsement to the Noteholder's Title Policy insuring over mechanics' and materialmen's liens;
- (c) approval of any surety company issuing performance and payment bonds with respect to the Project;
- (d) a final and comprehensive endorsement to the Title Policy for the Project with extended coverage;
- (e) a certificate of occupancy, or its equivalent, issued by the City of Chicago;
- (f) an as-built survey of the Premises and the Project, satisfying the survey standards and requirements set forth in Section 10.3; and
- (g) a full size set of as-built plans for the completed Project.

Notwithstanding the foregoing, in no event shall the Noteholder be obligated to approve disbursement requests made subsequent to the Maturity Date.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default. Each of the following shall constitute an "Event of Default" hereunder:

- (a) default by the Owner in the due and punctual payment of any amount required to be paid under the Owner Notes, this Loan Agreement, the Note Issuance Agreement, the Owner Collateral Documents or the Notes, whether by way of principal, interest, fees or otherwise; provided that such default shall not constitute an Event of Default hereunder if it is cured within five days after written notice thereof to the Owner from the Issuer or the Noteholder;
- (b) default in the performance or observance of any of the covenants contained in Sections 7.1, 7.6, 7.7, 7.9, 7.12, 7.13, 7.14 or 7.17, which default continues for a period of 30 days after Owner receives written notice from the Noteholder or the Issuer, provided that such 30 days' notice and cure shall not apply in the event of a default under Section 7.7.
- (c) default in the performance or observance of any other covenant, agreement or condition (and not constituting an Event of Default under any of the other provisions of this Section 12.1), provided that such default shall not constitute an Event of Default hereunder if it is cured within 90 days after written notice thereof to the Owner from the Issuer or the Noteholder as long as during such period the Owner is using its best efforts to cure such default and such default can be cured within such period;

(d) any Event of Default (which Event of Default continues beyond all applicable notice and cure periods) under the Note Issuance Agreement or any of the Owner Collateral Documents shall occur;

(e) any representation or warranty made by the Owner herein or in any of the Owner Collateral Documents is false or misleading in any material respect when made, or any schedule, certificate, financial statement, report, notice or other writing furnished by the Owner to the Issuer or the Noteholder is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified (or deemed stated or certified);

(f) the dissolution or liquidation of the Owner, the Manager Member, the Developer, or the Investor Member (collectively the "Principal Parties," and individually the "Principal Party," as the context requires); the filing by any Principal Party of a voluntary petition in bankruptcy, whether under Title 11 of the United States Code or otherwise; the failure by any Principal Party promptly to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its obligations hereunder; the entering of an order for relief under Title 11 of the United States Code, as amended from time to time, against such Principal Party unless such order is discharged or denied within 90 days after the filing thereof; if a petition or answer proposing the entry of an order for relief under Title 11 of the United States Code, as amended from time to time, is entered by or against such Principal Party, or if a petition or answer proposing the entry of an order for relief under Title 11 of the United States Code, as amended from time to time, or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy act or any similar federal or state law shall be filed by or against such Principal Party in any court, and such petition or answer shall not be discharged or denied within 90 days after the filing thereof, if a Principal Party shall fail generally to pay its debts as they become due; if a custodian (including a receiver, trustee or liquidator of a Principal Party) shall be appointed for or take possession of all or a substantial part of its property, and shall not be discharged within 90 days after such appointment or taking possession; if a Principal Party shall consent to or acquiesce in such appointment or taking of possession, or assignment by such Principal Party for the benefit of its creditors; the entry by a Principal Party into an agreement of composition with its creditors;

(g) default in the payment when due (subject to any applicable grace period), whether by acceleration or otherwise, of any other Indebtedness (in excess of \$100,000) of, or guaranteed by, the Owner, or default in the performance or observance of any obligation or condition with respect to any such other Indebtedness if the effect of such default is to accelerate the maturity of any such Indebtedness or cause any of such Indebtedness to be prepaid, purchased or redeemed, or to permit the holder or holders thereof, or any trustee or agent for such holder or holders, to cause such Indebtedness to become due and payable, prior to its expressed maturity, or to cause such Indebtedness to be prepaid, purchased or redeemed;

(h) default in the payment when due, or in the performance or observance, of any material obligation of, or condition agreed to by, the Owner with respect to any material purchase or lease of goods or services (except only to the extent that the Owner is contesting the existence of any such default in good faith and by appropriate proceedings subject to applicable notice and cure provisions, if any); or

(i) there shall be entered against the Owner one or more judgments or decrees in excess of \$100,000 in the aggregate at any one time outstanding for the Owner, excluding those judgments or decrees (i) that shall have been stayed, vacated or bonded, (ii) for and to the extent to which the Owner is insured and with respect to which the insurer specifically has assumed

responsibility in writing, or (iii) for and to the extent to which the Owner is otherwise indemnified if the terms of such indemnification are satisfactory to the Issuer and the Noteholder; or

(j) a default or event of default shall occur under the Ground Lease, which default is not cured before the lapse of any applicable cure period; or

(k) a default or event of default shall occur under the Mortgage or any of the other Owner Documents, which default is not cured before the lapse of any applicable cure period; or

(l) a default or event of default shall occur under any of the documents evidencing, securing or executed in connection with, any loan made by any Additional Funding Source with respect to the Project, including, without limitation, any promissory notes, mortgages or agreements containing covenants, conditions and restrictions, which default is not cured before the lapse of any applicable cure period; or

(m) a default or event of default shall occur under the Operating Agreement, which default is not cured before the lapse of any applicable cure period.

Notwithstanding anything to the contrary herein, the Noteholder hereby agrees that any cure of any default by the Owner made or tendered by one or more of the Owner's members (including, without limitation, the Investor Member) shall be deemed a cure by the Owner and shall be accepted or rejected on the same basis as if made or tendered by the Owner.

Section 12.2. Remedies on Default. If any one or more of the foregoing Events of Default shall occur, then the Noteholder (as assignee of the Issuer pursuant to the Assignment) shall have the right, but not the obligation, and without notice, to exercise any one or more of the following rights and remedies, at any time and from time to time, singularly, successively or collectively, and in such order and when and as often as may from time to time be determined:

(a) The Noteholder may exercise any right, power or remedy permitted to it by law as a holder of the Owner Notes, including the right to declare the entire principal of and all unpaid interest accrued on the Owner Notes to be, and upon written notice to the Owner (with a copy to the Issuer) of such declaration such Owner Notes and the unpaid accrued interest thereon shall become, due and payable, without presentment, demand or protest, all of which are hereby expressly waived. The Owner shall forthwith pay to the Noteholder the entire principal of and interest accrued on the Owner Notes. There shall be automatically waived, rescinded and annulled such declaration of acceleration of the Owner Notes and the consequences thereof when any declaration of acceleration of the Notes pursuant to Section 7.02 of the Note Issuance Agreement has been waived, rescinded and annulled.

(b) The Noteholder may take whatever action at law or in equity that may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Owner under this Loan Agreement or the other Owner Collateral Documents.

(c) The Noteholder may direct the Fiscal Agent to withhold further disbursements of proceeds made available to the Owner hereunder.

If the Noteholder shall have proceeded to enforce its rights under this Loan Agreement, the Owner Notes, the Owner Collateral Documents or the Security for the Notes, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the

Noteholder, then and in every such case the Owner, the Issuer and the Noteholder shall be restored, respectively, to their several positions and rights hereunder and thereunder, and all rights, remedies and powers of the Owner, the Issuer and the Noteholder shall continue as though no such proceeding had been taken.

If there shall be pending proceedings for the bankruptcy or for the reorganization of the Owner under the federal bankruptcy laws or any other applicable law, or in case a custodian, receiver or trustee shall have been appointed for any of the Property of the Owner, or in the case of any other similar judicial proceedings relative to the Owner, or to the creditors or Property of the Owner, the Issuer and the Noteholder shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to the Owner Notes and this Loan Agreement, and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Issuer and the Noteholder allowed in such judicial proceedings relative to the Owner, its creditors or its Property, and to collect and receive any moneys or other property payable or deliverable on such claims, and to distribute the same after the deduction of its charges and expenses; and any custodian, receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Issuer and the Noteholder, and to pay to the Issuer and the Noteholder any amount due it for compensation and expenses, including attorneys' and paralegals' fees, costs, disbursements and expenses incurred by it up to the date of such distribution.

Section 12.3. Right to Perform Covenants; Advances. (a) Notwithstanding anything to the contrary contained herein, if the Owner shall fail to make any payment or perform any act required to be made or performed by it hereunder, then and in each such case the Issuer or the Noteholder, upon not less than 15 days' prior written notice to the Owner, may (but shall not be obligated to) remedy such failure for the account of the Owner, and make advances for that purpose. If such failure involves, has caused or threatens to cause a condition that must, in the opinion of the Issuer or the Noteholder, be cured immediately, the Issuer or the Noteholder may remedy such failure without prior notice to the Owner. No such performance or advance shall operate to release the Owner from any such default and any sums so advanced shall be repayable by the Owner on demand, and shall bear interest at the Past Due Rate. The Issuer agrees that the Noteholder, in its name or in the name of the Issuer, may enforce all rights of the Issuer and all obligations of the Owner under and pursuant to this Loan Agreement, and the Issuer will not enforce such rights and obligations itself except at the written direction of the Noteholder, in each case whether or not the Issuer is in Default under the Note Issuance Agreement; provided, however, that the Issuer hereby reserves to itself the right to enforce all Issuer Reserved Rights.

(b) Notwithstanding anything to the contrary contained herein, no action by any Additional Funding Source to cure any default or Event of Default by the Owner under this Loan Agreement, the Owner Notes, the Owner Collateral Documents and the Security for the Notes shall excuse the performance by Owner hereunder or thereunder, or operate to release Owner from any such default or Event of Default.

Section 12.4. Costs and Expenses. (a) The Owner agrees to pay on demand all of the reasonable out-of-pocket costs and expenses of the Issuer (including the reasonable fees and out-of-pocket expenses of the Issuer's counsel, Bond Counsel, the Noteholder's counsel and local counsel, if any, who may be retained by said counsel) in connection with the preparation, negotiation, execution, delivery and administration of this Loan Agreement, the Owner Notes, the Owner Collateral Documents or the Security for the Notes and all other agreements, certificates, instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith (including all amendments, supplements, modifications, restatements and waivers executed and delivered pursuant hereto or in

connection herewith). The Owner further agrees that the Issuer, in its sole discretion, may deduct all such unpaid amounts from the aggregate proceeds of the Owner Notes.

(b) The costs, fees, disbursements and expenses that the Issuer incurs with respect to the following shall be part of the Liabilities, payable by the Owner on demand if, at any time after the date of this Loan Agreement, the Issuer: (i) employs counsel for advice or other representation (A) with respect to the amendment or enforcement of this Loan Agreement, the Owner Notes, the Owner Collateral Documents or the Security for the Notes, (B) to represent the Issuer in any work-out or any type of restructuring of the Owner Notes or the Notes, or any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by the Issuer, the Noteholder, the Owner or any other Person) in any way or respect relating to this Loan Agreement, the Owner Notes, the Owner Collateral Documents, the Security for the Notes or the Owner's affairs, or any collateral securing the Liabilities hereunder, or (C) to enforce any of the rights of the Issuer with respect to the Owner; and/or (ii) seeks to enforce or enforces any of the rights and remedies of the Issuer with respect to the Owner. Without limiting the generality of the foregoing, such expenses, costs, charges, disbursements and fees include: fees, costs, disbursements and expenses of attorneys, accountants and consultants; court costs and expenses; court reporter fees, costs and expenses; long distance telephone charges; and telegram and facsimile charges.

(c) The Owner agrees to pay on demand, and to save and hold the Issuer harmless from all liability for, any stamp or other taxes that may be payable in connection with or related to the execution or delivery of this Loan Agreement, the Owner Notes, the Owner Collateral Documents, the Security for the Notes, the Notes or of any other agreements, certificates, instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith.

(d) All of the Owner's obligations provided for in this Section 12.4 shall be Liabilities and shall survive repayment of the Notes and the Owner Notes, cancellation of the Notes and the Owner Notes, or any termination of this Loan Agreement or any related document.

Section 12.5. Exercise of Remedies. No remedy herein conferred upon or reserved to the Issuer or the Noteholder is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Loan Agreement, the Owner Notes, the Owner Collateral Documents or the Security for the Notes, 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 Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Noteholder to exercise any remedy reserved to it in this Article XII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Issuer hereunder shall also extend to the Noteholder to the extent applicable, and the Noteholder shall be deemed a third-party beneficiary of all covenants and agreements herein contained.

Section 12.6. Default by Issuer; Limited Liability. Notwithstanding any provision or obligation to the contrary herein set forth, no provision of this Loan Agreement shall be construed so as to give rise to a pecuniary liability of the Issuer or a charge upon the general credit of the Issuer. The liability of the Issuer hereunder shall be limited to its interest in this Loan Agreement, the Owner Notes, the Owner Collateral Documents and the Security for the Notes, and the Lien of any judgment shall be restricted thereto. In the performance of the agreements of the Issuer herein contained, any obligation it may incur

for the payment of money shall not be a debt of the Issuer, and the Issuer shall not be liable on any obligation so incurred. The Issuer does not assume general liability for the repayment of the Notes or for the costs, fees, penalties, taxes, interest, commissions, charges, insurance or any other payments recited herein, and the Issuer shall be obligated to pay the same only out of Revenues. The Issuer shall not be required to do any act whatsoever, or exercise any diligence whatsoever, to mitigate the damages to the Owner if an Event of Default shall occur hereunder.

Section 12.7. Application of Funds. All funds received by the Noteholder are subject to the rights given or action taken under the provisions of Article VII of the Note Issuance Agreement. Notwithstanding any other provision of this Loan Agreement or the Note Issuance Agreement to the contrary, funds received by the Noteholder may be applied (a) as long as an Event of Default has not occurred and is not continuing, to the payments and other amounts, if any, then due under the Owner Notes or, if all such payments and other amounts, if any, have been paid, the same may be applied as directed by the Owner (subject to the restrictions of the Tax Agreement), and (b) if an Event of Default has occurred and is continuing, as directed and in such order as determined by the Noteholder.

ARTICLE XIII

INDEMNIFICATION

Section 13.1. Indemnification of Issuer and Fiscal Agent. (a) Except as otherwise provided below and subject to Section 14.1 hereof, the Issuer and the Fiscal Agent, and each of their officers, agents, independent contractors, employees, successors and assigns, and, in the case of the Issuer, its elected and appointed officials, past, present or future (hereinafter the "Indemnified Persons"), shall not be liable to the Owner for any reason. The Owner shall defend, indemnify and hold the Indemnified Persons harmless from any loss, claim, damage, tax, penalty or expense (including, but not limited to, reasonable counsel fees, costs, expenses and disbursements), or liability (other than with respect to payment of the principal of or interest on the Owner Notes) of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from, or in any way connected with: (i) the financing, installation, operation, use or maintenance of the Project; (ii) any act, failure to act, or misrepresentation by the Owner or any member of the Owner, or any Person acting on behalf of, or at the direction of, the Owner or any member of the Owner, in connection with the issuance, sale or delivery of the Notes; (iii) any false or misleading representation made by the Owner in the Owner Documents; (iv) the breach by the Owner of any covenant contained in the Owner Documents, or the failure of the Owner to fulfill any such covenant which are not cured within all applicable notice and cure periods; (v) enforcing any obligation or liability of the Owner under this Loan Agreement, the Owner Notes, the Owner Collateral Documents, the Security for the Notes or the Owner Documents, or any related agreement; (vi) taking any action requested by the Owner; (vii) taking any action reasonably required by the Owner Documents; or (viii) taking any action considered necessary by the Issuer or the Fiscal Agent, and which is authorized by the Owner Documents. If any suit, action or proceeding is brought against any Indemnified Person, the interests of the Indemnified Person in that suit, action or proceeding shall be defended by counsel to the Indemnified Person or the Owner, as the Indemnified Person shall determine. If such defense is by counsel to the Indemnified Person, the Owner shall indemnify and hold harmless the Indemnified Person for the cost of that defense, including counsel fees, disbursements, costs and expenses. If the Indemnified Persons affected by such suit determine that the Owner shall defend the Indemnified Persons, the Owner shall immediately assume the defense at its own cost. Neither the Indemnified Persons nor the Owner shall be liable for any settlement of any proceeding made without each of their consent. In no event shall the Owner be liable to an Indemnified Person for its own willful misconduct or gross negligence.

(b) Any provision of this Loan Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Issuer retains the right to enforce: (i) any applicable federal or state law or regulation or resolution of the Issuer; and (ii) any rights accorded the Issuer by federal or state law or regulation or resolution of the Issuer, and nothing in this Loan Agreement shall be construed as an express or implied waiver thereof.

(c) If the Indemnified Persons are requested by the Owner to take any action under this Loan Agreement or any other instrument executed in connection herewith for the benefit of the Owner, they will do so if and only if (i) the Indemnified Persons are a necessary party to any such action; (ii) the Indemnified Persons have received specific written direction from the Owner, as required hereunder or under any other instrument executed in connection herewith, as to the action to be taken by the Indemnified Persons; and (iii) a written agreement of indemnification and payment of costs, liabilities and expenses satisfactory to the Indemnified Persons has been executed by the Owner prior to the taking of any such action by the Indemnified Persons.

(d) The obligations of the Owner under this Section 13.1 shall survive any assignment or termination of this Loan Agreement and, as to the Fiscal Agent, any resignation or removal of the Fiscal Agent.

(e) Indemnification of the Issuer by the Owner with respect to environmental matters shall be governed exclusively by the terms and provisions of the Environmental Indemnification Agreement.

ARTICLE XIV

MISCELLANEOUS

Section 14.1. Non-recourse Liability; Exceptions. Subject to the terms contained in the next succeeding paragraph, the covenants and agreements contained in this Loan Agreement and the Owner Notes shall be non-recourse to the Owner and all members thereof, and in the event of a default hereunder or under any related document, the sole source of satisfaction of repayment of the amounts due to the Issuer and the Noteholder hereunder and under the Owner Notes shall be limited to the rights of the Issuer and Noteholder under the Owner Collateral Documents, as well as under any guarantees.

Notwithstanding the immediately preceding paragraph, nothing in this Loan Agreement, in the Owner Notes, in the Owner Collateral Documents or in the Security for the Notes shall limit the rights of the Issuer or the Noteholder, following any of the events hereinafter described, to take any action as may be necessary or desirable to pursue the Owner, the Manager Member, or the Developer for any and all losses incurred by the Issuer or the Noteholder arising from (i) a material misrepresentation, fraud made in writing or misappropriation of funds by the Owner, the Manager Member, or the Developer; (ii) intentional or material waste to the Premises; (iii) use of proceeds of the Loans for costs other than Costs of the Project, (iv) except as may be permitted herein, any transfer of title to all or any portion of the Project without the Issuer's and the Noteholder's prior written consent; (v) the misappropriation or misapplication of insurance proceeds or condemnation awards relating to the Project by the Owner, the Manager Member, or the Developer; (vi) the recovery of rents more than one-month in advance in violation of the Owner Collateral Documents; (vii) any indemnity by the Owner or any other party, any guaranties, completion agreements and any similar rights to payment and performance that have been or may be executed, or that have been or may be granted, by the Owner or any other party in connection with the Loans; or (viii) the default by Owner, the Manager Member, or the Developer in the performance of their respective obligations under this Loan Agreement or the Owner Notes relating to preserving the

condition of the Premises or the enforceability or priority of the Issuer's or the Noteholder's interest in the Security for the Notes, including obligations to pay all taxes and charges that may affect or become a lien on the Premises, to maintain the Premises and all insurance in accordance with this Loan Agreement and to repay all sums advanced by Issuer or Noteholder for any such purposes.

Section 14.2. Severability. If any provision of this Loan Agreement shall be held or deemed to be, or shall, in fact, be, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or Sections contained in this Loan Agreement shall not affect the remaining portions of this Loan Agreement, or any part thereof; provided, however, that no holding of invalidity shall require the Issuer to make any payment from any moneys other than Revenues.

Section 14.3. Notices. Any notice, request, complaint, demand, communication or other paper shall be in writing and shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, return-receipt requested, or overnight courier service, addressed as follows:

If to the Issuer:	City of Chicago, Illinois Office of Corporation Counsel City Hall, Room 600 121 N. LaSalle Street Chicago, Illinois 60602
With a copy to:	City of Chicago, Illinois Department of Finance 33 N. LaSalle Street, Suite 600 Chicago, Illinois 60602 Attention: Comptroller
If to the Owner:	Park Boulevard IIA, LLC c/o Stateway Associates IIA, LLC 10 West 35th Street, 9th Floor Chicago, IL 60616 Attention: James Miller
And:	c/o Davis Associates Managers, LLC 3619 S. State Street, Suite 400 Chicago, IL 60609 Attention: Allison Davis
With a copy to:	Applegate & Thome-Thomsen, P.C. 322 So. Green Street, Suite 400 Chicago, Illinois 60607 Attention: Bennett P. Applegate
With a copy to:	Centerline Capital Group

625 Madison Avenue, 5th Floor
New York, NY 10022
Attention: Eric Trucksess, Managing Director
Attention: Michael Curran, Senior Managing Director

And:

Nixon Peabody LLP
401 9th Street NW
Washington, DC 20004
Attention: Richard S. Goldstein

If to the Fiscal Agent:

U.S. Bank National Association
Community Development Lending
MK-IL-RY2C
209 South LaSalle Street, Suite 201
Chicago, Illinois 60604
Attention: Andrew W. Hugger, Asst. VP

If to the Noteholder:

At the address shown in the books of the Note
Registrar

With copies to:

U.S. Bank National Association
Community Development Lending
MK-IL-RY2C
209 South LaSalle Street, Suite 201
Chicago, Illinois 60604
Attention: Andrew W. Hugger, Asst. VP

Charity & Associates, P.C.
20 North Clark Street, Suite 1150
Chicago, Illinois 60602
Attention: Elvin E. Charity, Esq.

A duplicate copy of each notice required to be given hereunder by the Noteholder or the Fiscal Agent to the Issuer or the Owner shall also be given to the others. The Issuer, the Owner, the Fiscal Agent and the Noteholder may designate any further or different addresses to which subsequent notices, requests, complaints, demands, communications and other papers shall be sent.

Section 14.4. Assignments. Except as otherwise expressly provided herein, this Loan Agreement may not be assigned by any party without the consent of the other and the Noteholder, except that the Issuer shall assign to the Noteholder certain of its rights under this Loan Agreement as provided by Section 4.2 hereof, and the Noteholder may assign such rights to its successors and assigns as owner of the Notes.

Section 14.5. Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that for purposes of perfecting a security interest in this Loan Agreement under Article 9 of the Illinois Uniform Commercial Code, only the counterpart delivered, pledged and assigned to the Noteholder shall be deemed the original.

Section 14.6. Amounts Remaining in the Note Issuance Agreement Funds. It is agreed by the parties hereto that after payment in full of (a) the principal of and interest on the Notes (or provision for payment thereof having been made in accordance with the provisions of the Note Issuance Agreement); (b) the fees, charges, disbursements, costs and expenses of the Noteholder and the Fiscal Agent in accordance with the Note Issuance Agreement; and (c) all other amounts required to be paid under this Loan Agreement, the Owner Notes and the Note Issuance Agreement, then any amounts remaining in any of the Funds or Accounts created under the Note Issuance Agreement shall be paid by the Fiscal Agent as follows: (i) first, to the Issuer to the extent of any moneys owed by the Owner to the Issuer pursuant to the Note Documents, and (ii) second, to the Owner.

Section 14.7. Amendments, Changes and Modifications. Subsequent to the initial issuance of the Notes and prior to their payment in full (or provision for payment thereof having been made in accordance with the provisions of the Note Issuance Agreement), this Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Noteholder and, with respect to the Issuer Reserved Rights, the Issuer.

Section 14.8. Governing Law; Jury Trial. This Loan Agreement and the Owner Notes, and the rights and obligations of the parties hereunder and thereunder, shall be construed in accordance with, and shall be governed by, the laws of the State of Illinois, without regard to its conflict of laws principles.

THE OWNER HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS LOAN AGREEMENT OR THE OWNER NOTES, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED, OR WHICH MAY IN THE FUTURE BE DELIVERED, IN CONNECTION HERewith OR THEREWITH, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS LOAN AGREEMENT OR THE OWNER NOTES, OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

THE OWNER IRREVOCABLY AGREES THAT, SUBJECT TO THE ISSUER'S SOLE AND ABSOLUTE ELECTION, ANY ACTION OR PROCEEDING IN ANY WAY, MANNER OR RESPECT ARISING OUT OF THIS LOAN AGREEMENT, THE OWNER NOTES, THE OWNER COLLATERAL DOCUMENTS AND THE SECURITY FOR THE NOTES, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY DISPUTE OR CONTROVERSY ARISING IN CONNECTION WITH OR RELATED TO THIS LOAN AGREEMENT, THE OWNER NOTES, THE OWNER COLLATERAL DOCUMENTS AND THE SECURITY FOR THE NOTES, OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, SHALL BE LITIGATED ONLY IN THE COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS, AND THE OWNER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SUCH CITY AND STATE. THE OWNER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT IN ACCORDANCE WITH THIS SECTION.

Section 14.9. Term of Loan Agreement. This Loan Agreement shall be in full force and effect from the date hereof, and shall continue in effect until the indefeasible payment in full of all Liabilities. All representations, certifications and covenants by the Owner as to the indemnification of various parties (including, without limitation, the Issuer and the Issuer Indemnified Persons) and the payment of fees and

expenses of the Issuer as described herein, and all matters affecting the tax-exempt status of the Notes shall survive the termination of this Loan Agreement and the payment in full of the Owner Notes and the Notes.

Section 14.10. Note Issuance Agreement Provisions. The Note Issuance Agreement provisions concerning the Notes and the other matters therein are an integral part of the terms and conditions of the Loans made by the Issuer to the Owner pursuant to this Loan Agreement, and the execution of this Loan Agreement shall constitute conclusive evidence of approval of the Note Issuance Agreement by the Owner to the extent it relates to the Owner and the Project. Additionally, the Owner agrees that, whenever the Note Issuance Agreement by its terms imposes a duty or obligation upon the Owner, such duty or obligation shall be binding upon the Owner to the same extent as if the Owner were an express party to the Note Issuance Agreement, and the Owner hereby agrees to carry out and perform all of its obligations under the Note Issuance Agreement as fully as if the Owner were a party to the Note Issuance Agreement.

Section 14.11. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer and the Owner, and their respective successors and assigns; subject, however, to the limitations contained in Section 4.2 hereof

Section 14.12. Immunity of Issuer's Officers. No recourse shall be had for the payment of any principal of or interest on the Notes, or for any obligation, covenant or agreement contained in this Loan Agreement, against any past, present or future officer, member, supervisor, director, agent or employee of the Issuer, or any successor entity, as such, either directly or through the Issuer or any such successor entity, 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 officer, member, supervisor, director, agent or employee as such is hereby expressly waived and released as a condition of, and in consideration for, the execution and delivery of this Loan Agreement.

Section 14.13. Participations. (a) The Owner acknowledges that the Noteholder shall have the right to grant participations in the Notes and the Owner Notes, pursuant to the Note Issuance Agreement, all without notice to or consent from the Owner. No holder of a participation in the Notes or the Owner Notes shall have any rights under this Loan Agreement.

(b) The Owner hereby consents to the disclosure of any information obtained in connection herewith by the Issuer to any Person which is a participant or potential participant pursuant to clause (a) above, it being understood that the Issuer and its assigns shall advise any such Person of its obligation to keep confidential any nonpublic information disclosed to it pursuant to this Section 14.13. The Issuer shall advise the Owner of each Person which becomes a participant pursuant to clause (a) above.

Section 14.14. Waivers. If any agreement contained in this Loan Agreement should be breached by the Owner and thereafter waived in writing by the Issuer or the Noteholder, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. For any waiver hereunder to be effective, such shall be in writing and signed by an authorized representative of the party granting the waiver. granting the waiver.

Section 14.15. Patriot Act Notification. (a) As of the date of this Loan Agreement the Owner is, and during the term of this Loan Agreement the Owner shall remain, in full compliance with all the applicable laws and regulations of the United States of America that prohibit, regulate or restrict financial transactions, including, but not limited to, conducting any activity or failing to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime

prohibited under the Money Laundering Control Act, 18 U.S.C. 1956, 1957, or the Bank Secrecy Act, 31 U.S.C. 5311 et seq. and any amendments or successors thereto and any applicable regulations promulgated thereunder.

(b) The Owner represents and warrants that: (a) neither it, nor any of its members, or any officer, director or employee, is named as a “Specially Designated National and Blocked Person” as designated by the United States Department of the Treasury’s Office of Foreign Assets Control, or as a person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; (b) it is not owned or controlled, directly or indirectly, by the government of any country that is subject to a United States Embargo; and (c) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a “Specially Designated National and Blocked Person,” or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

(c) The Owner acknowledges that it understands and has been advised by its own legal counsel as to the requirements of the applicable laws referred to above, including the Money Laundering Control Act, 18 U.S.C. 1956, 1957, the Bank Secrecy Act, 31 U.S.C. 5311 et seq., the applicable regulations promulgated thereunder, and the Foreign Assets Control Regulations, 31 C.F.R. Section 500 et seq.

Section 14.16. Entire Agreement. This Loan Agreement, together with the Owner Notes, the Owner Collateral Documents, the Security for the Notes, the Notes, the Assignment and the Note Issuance Agreement, constitutes the entire agreement among the parties with respect to the subject matter hereof, and supersedes all written or oral understandings with respect thereto.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

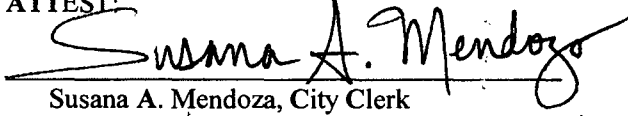
CITY OF CHICAGO

(SEAL)

By: _____

Lois A. Scott, Chief Financial Officer

ATTEST:


Susana A. Mendoza, City Clerk

PARK BOULEVARD IIA, LLC,
an Illinois limited liability company

By: **Park Boulevard IIA Manager, LLC,**
an Illinois limited liability company,
its Manager

By: **JLM Investment HA LLC,**
an Illinois limited liability company,
its Manager

By: _____

James L. Miller, its Sole Member

Acknowledged and agreed to:

U.S. BANK NATIONAL ASSOCIATION,
as Noteholder

By: _____
Its: _____

[LOAN AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

CITY OF CHICAGO

(SEAL)

By: _____
Lois A. Scott, Chief Financial Officer

ATTEST:

Susana A. Mendoza, City Clerk

PARK BOULEVARD IIA, LLC,
an Illinois limited liability company

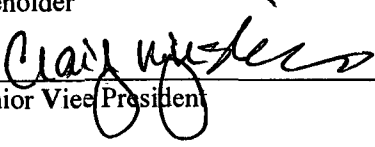
By: **Park Boulevard IIA Manager, LLC,**
an Illinois limited liability company,
its Manager

By: **JLM Investment HA LLC,**
an Illinois limited liability company,
its Manager

By: _____
James L. Miller, its Sole Member

Acknowledged and agreed to:

U.S. BANK NATIONAL ASSOCIATION,
as Noteholder

By: 
Its: Senior Vice President

[LOAN AGREEMENT]

NON-RECOURSE ASSIGNMENT

With the exception of the Issuer Reserved Rights, the interest of the CITY OF CHICAGO in this Loan Agreement and all amounts receivable hereunder have been assigned, without recourse, to U.S. BANK NATIONAL ASSOCIATION, the registered owner of the Notes. For purposes of Article 9 of the Illinois Uniform Commercial Code, the counterpart of this Loan Agreement pledged, delivered and assigned to the Noteholder shall be deemed the original.

CITY OF CHICAGO

By: _____


Lois A. Scott, Chief Financial Officer

[LOAN AGREEMENT]

EXHIBIT A-1

FORM OF SERIES 2011A OWNER NOTE

\$14,857,000

June __, 2011

CHICAGO, ILLINOIS

The undersigned, FOR VALUE RECEIVED, promise to pay to the order of the CITY OF CHICAGO (the "Issuer"), at the principal office of U.S. BANK NATIONAL ASSOCIATION in Chicago, Illinois, FOURTEEN MILLION EIGHT HUNDRED FIFTY SEVEN THOUSAND DOLLARS (\$14,857,000) or, if less, the aggregate unpaid principal balance of the Series 2011A Loan (as defined in the hereinafter defined Loan Agreement) made by the Issuer to the undersigned pursuant to the Loan Agreement, due and payable on the Maturity Date (as defined in the Loan Agreement) or at such earlier time as provided in the Loan Agreement.

The undersigned also promises to pay interest on the unpaid principal amount hereof from time to time outstanding from the date hereof until maturity (whether by acceleration or otherwise) and, after maturity, until paid, at the rates per annum and on the dates specified in the Loan Agreement. Principal of and interest on this Note shall be payable at such times and in such amounts as shall be sufficient to pay the Issuer's Series 2011A Note issued under the Note Issuance Agreement dated as of June 1, 2011 among the Issuer, U.S. Bank National Association, and U.S. Bank National Association, as Fiscal Agent.

Payments of principal and interest are to be made in lawful money of the United States of America in same day or immediately available funds.

This Series 2011A Owner Note is the "Series 2011A Owner Note" described in, and is subject to the terms and provisions of, a Loan Agreement, dated as of June 1, 2011 (as the same may at any time be amended or modified and in effect, the "Loan Agreement"), between the undersigned and the Issuer, and payment of this Series 2011A Owner Note is secured as described in the Loan Agreement. Reference is hereby made to the Loan Agreement for a statement of the prepayment rights and obligations of the undersigned, a description of the nature and extent of the security, and the rights of the parties to the related documents in respect of such security, and for a statement of the terms and conditions under which the due date of this Series 2011A Owner Note may be accelerated. Upon the occurrence of any Event of Default as specified in the Loan Agreement, the unpaid principal balance hereof, and interest accrued hereon, may be declared to be forthwith due and payable.

In addition to, and not in limitation of, the foregoing and the provisions of the Loan Agreement, the undersigned further agrees, subject only to any limitation imposed by applicable law, to pay all reasonable expenses, including, but not limited to, attorneys' fees and legal expenses, incurred by the registered owner of this Series 2011A Owner Note in endeavoring to collect any amounts payable hereunder which are not paid when due, whether by acceleration or otherwise.

Subject to certain limitations set forth in Section 14.1 of the Loan Agreement, this Series 2011A Owner Note shall be non-recourse with respect to the undersigned and its members.

All parties hereto, whether as makers, endorsers or otherwise severally waive presentment for payment, demand, protest and notice of dishonor.

THIS SERIES 2011A OWNER NOTE HAS BEEN DELIVERED IN CHICAGO, ILLINOIS,
AND SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE
INTERNAL LAWS OF THE STATE OF ILLINOIS.

PARK BOULEVARD IIA, LLC,
an Illinois limited liability company

By: **Park Boulevard IIA Manager, LLC,**
an Illinois limited liability company,
its Manager

By: **JLM Investment IIA LLC,**
an Illinois limited liability company,
its Manager

By: _____
James L. Miller, its Sole Member

NON-RECOURSE ENDORSEMENT

Pay to the order of U.S. Bank National Association, without recourse against the undersigned.

CITY OF CHICAGO

By: _____
Lois A. Scott, Chief Financial Officer

EXHIBIT A-2

FORM OF SERIES 2011B OWNER NOTE

\$6,143,000

June ____, 2011

CHICAGO, ILLINOIS

The undersigned, **FOR VALUE RECEIVED**, promise to pay to the order of the CITY OF CHICAGO (the "Issuer") at the principal office of U.S. Bank National Association. in Chicago, Illinois, **SIX MILLION ONE HUNDRED AND FORTY-THREE THOUSAND DOLLARS (\$6,143,000)** or, if less, the aggregate unpaid principal balance of the Series 2011B Loan (as defined in the hereinafter defined Loan Agreement) made by the Issuer to the undersigned pursuant to the Loan Agreement, due and payable on the Maturity Date (as defined in the Loan Agreement) or at such earlier time as provided in the Loan Agreement.

The undersigned also promises to pay interest on the unpaid principal amount hereof from time to time outstanding from the date hereof until maturity (whether by acceleration or otherwise) and, after maturity, until paid, at the rates per annum and on the dates specified in the Loan Agreement. Principal of and interest on this Note shall be payable at such times and in such amounts as shall be sufficient to pay the Issuer's Series 2011B Note issued under the Note Issuance Agreement dated as of June 1, 2011 among the Issuer, U.S. Bank National Association, and U.S. Bank National Association, as Fiscal Agent.

Payments of principal and interest are to be made in lawful money of the United States of America in same day or immediately available funds.

This Series 2011B Owner Note is the "Series 2011B Owner Note" described in, and is subject to the terms and provisions of, a Loan Agreement, dated as of June 1, 2011 (as the same may at any time be amended or modified and in effect, the "Loan Agreement"), between the undersigned and the Issuer, and payment of this Series 2011B Owner Note is secured as described in the Loan Agreement. Reference is hereby made to the Loan Agreement for a statement of the prepayment rights and obligations of the undersigned, a description of the nature and extent of the security, and the rights of the parties to the related documents in respect of such security, and for a statement of the terms and conditions under which the due date of this Series 2011B Owner Note may be accelerated. Upon the occurrence of any Event of Default as specified in the Loan Agreement, the unpaid principal balance hereof, and interest accrued hereon, may be declared to be forthwith due and payable.

In addition to, and not in limitation of, the foregoing and the provisions of the Loan Agreement, the undersigned further agrees, subject only to any limitation imposed by applicable law, to pay all reasonable expenses, including, but not limited to, attorneys' fees and legal expenses, incurred by the registered owner of this Series 2011B Owner Note in endeavoring to collect any amounts payable hereunder which are not paid when due, whether by acceleration or otherwise.

Subject to certain limitations set forth in Section 14.1 of the Loan Agreement, this Series 2011B Owner Note shall be non-recourse with respect to the undersigned and its members.

All parties hereto, whether as makers, endorsers, or otherwise, severally waive presentment for payment, demand, protest and notice of dishonor.

THIS SERIES 2011B OWNER NOTE HAS BEEN DELIVERED IN CHICAGO, ILLINOIS AND SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

PARK BOULEVARD IIA, LLC,
an Illinois limited liability company

By: **Park Boulevard IIA Manager, LLC,**
an Illinois limited liability company,
its Manager

By: **JLM Investment IIA LLC,**
an Illinois limited liability company,
its Manager

By: _____
James L. Miller, its Sole Member

NON-RECOURSE ENDORSEMENT

Pay to the order of U.S. Bank National Association, without recourse against the undersigned.

CITY OF CHICAGO

By: _____
Lois A. Scott, Chief Financial Officer

EXHIBIT B

COSTS OF PROJECT

See Tax Agreement and Project Certificate.

EXHIBIT C

FORM OF DISBURSEMENT REQUEST

U.S. Bank National Association ,
as Fiscal Agent
209 South LaSalle Street, Suite 201
Chicago, Illinois 60604
Attention: Andrew W. Hugger, Asst. VP

Ladies and Gentlemen:

This Disbursement Request is delivered to you pursuant to Section 9.5 of the Loan Agreement, dated as of June 1, 2011 (as amended or modified, the "Loan Agreement"), between Park Boulevard IIA, LLC, an Illinois limited liability company (the "Owner"), and the City of Chicago (the "Issuer"). Unless otherwise defined herein, capitalized terms used herein have the meanings provided in the Loan Agreement.

The undersigned, on behalf of the Owner, hereby requests that a disbursement be made in the aggregate principal amount of \$ _____ on _____ with respect to the Project.

The undersigned, on behalf of the Owner, hereby certifies and warrants that on the date the disbursement requested hereby is made, after giving effect to the making of such disbursement:

(a) that each obligation mentioned herein has been properly incurred subsequent to the date 60 days preceding June 8, 2011, and is a proper charge against the [Series 2011A][Series 2011B] Construction Account of the Construction Fund, or is otherwise permitted in accordance with the Project Certificate;

(b) that other than for costs of issuance, 100% of the amount requested plus all prior disbursements from the Construction Account of the Construction Fund will have been expended on Costs of the Project (consistent with the provisions of the Project Certificate and the Tax Agreement;

(c) no Default or Event of Default has occurred and is continuing, or will result from the making of such disbursement; and

(d) the representations and warranties of the Owner contained in Article VI of the Loan Agreement are true and correct with the same effect as though made on the date hereof

The undersigned, on behalf of the Owner, agrees that if, prior to the time of the funding of the disbursement requested hereby, any matter certified to herein by it will not be true and correct in all material respects at the time of such funding as if then made, it will immediately so notify the Fiscal Agent and the Issuer. Except to the extent, if any, that prior to the time of the funding of the disbursement requested hereby the Fiscal Agent shall receive written notice to the contrary from the undersigned, on behalf of the Owner, or the Owner, each matter certified to herein shall be deemed once again to be certified as true and correct at the date of such funding as if then made.

Please wire transfer the proceeds of the disbursement as set forth on Annex I attached hereto.

This certificate is given by the undersigned on behalf of the Owner.

The undersigned has caused this Disbursement Request to be executed and delivered, and the certification and warranties contained herein to be made, by an authorized officer this ___ day of _____, 201__.

PARK BOULEVARD IIA, LLC,
an Illinois limited liability company

By: **Park Boulevard IIA Manager, LLC,**
an Illinois limited liability company,
its Manager

By: **JLM Investment IIA LLC,**
an Illinois limited liability company,
its Manager

By: _____
James L. Miller, its Sole Member

APPROVED:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Its: _____

APPROVED:

[CENTERLINE INVESTOR LP III LLC]

By: _____
Name: _____
Its: _____

ANNEX I

Amount to be <u>Transferred</u>	<u>Person to be Paid</u>	Name, Address, etc. <u>of Transferee</u>
\$ _____	Name Account No. _____	_____ _____ _____ Attention: _____
\$ _____	Name Account No. _____	_____ _____ _____ Attention: _____

EXHIBIT D

WIRE TRANSFER INSTRUCTIONS

U.S. Bank National Association

ABA 042000013

BNF AC 25061002160600

BNF = Safekeeping/MoneyCenter Clearing Account

F/F/C to Acct # 362 - 000 - 736

Please notify Andrew Hugger at *andrew.hugger@usbank.com*

EXHIBIT E

FORM OF CONFIRMATION OF VOLUME CAP

U.S. Bank National Association,
as Fiscal Agent
209 South LaSalle Street, Suite 201
Chicago, Illinois 60604
Attention: Andrew W. Hugger Asst. VP

Park Boulevard IIA, LLC
c/o Stateway Associates IIA, LLC
10 West 35th Street, 9th Floor
Chicago, IL 60616
Attention: James Miller

Re: City of Chicago Multi-Family Housing Revenue Notes, Series 2011
(Park Boulevard 2A Project)

Ladies and Gentlemen:

In its Disbursement Request dated _____, 20____, Park Boulevard IIA, LLC (the "Owner") has requested to draw the sum of \$_____ from U.S. Bank National Association, as Fiscal Agent, pursuant to the terms of the Loan Agreement, dated as of June 1, 2011 (the "Loan Agreement"), between the Owner and the City of Chicago (the "Issuer"), with the moneys being disbursed in such draw coming from proceeds of the captioned note issue (the "Notes").

The Issuer understands that a draw under the Loan Agreement will be treated for federal income tax purposes as involving an "issuance" of Notes by the Issuer in the same principal amount.

The Issuer hereby confirms that, according to its books and records, the Issuer has sufficient volume cap under Section 146 of the Internal Revenue Code of 1986, as amended, to permit an issuance of Notes in the amount of the requested draw, which volume cap was initially allocated to the Issuer for calendar year 20____.

Dated: _____, 20____.

CITY OF CHICAGO

By _____

Title: _____