

AMENDMENT TO REDEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF CHICAGO
CHICAGO CHRISTIAN INDUSTRIAL LEAGUE PROPERTIES, INC.
AND
CHICAGO CHRISTIAN INDUSTRIAL LEAGUE

This agreement was prepared by
and after recording return to:
Randall L. Johnson, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602

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**AMENDMENT TO CHICAGO CHRISTIAN INDUSTRIAL LEAGUE
REDEVELOPMENT AGREEMENT**

This Amendment (the "Amendment") to the Chicago Christian Industrial League Redevelopment Agreement which was entered into as of May 1, 2004 (the "Agreement") is made as of this 19th day of December, 2006, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD") and Chicago Christian Industrial League, an Illinois not-for-profit corporation ("CCIL"), into which Chicago Christian Industrial League Properties, Inc., an Illinois not for profit corporation ("CCIL Properties") and a party to the Original Agreement has been merged, which merger has been approved by the City. The term "Developer", as used in this Agreement, shall mean CCIL. The term Original Developer shall refer to CCIL Properties and CCIL collectively, except when used solely with respect to the Roosevelt Property or the receipt of City TIF Funds in which case it shall refer solely to CCIL Properties.

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970

Constitution of the State of Illinois (the "**State**"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "**Act**"), to finance projects that eradicate blighted conditions and protect conservation areas through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority:

1. To induce redevelopment pursuant to the Act, the City Council of the City (the "**City Council**") adopted the following ordinances on February 5, 1998: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Western/Ogden Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Western/Ogden Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Western/Ogden Redevelopment Project Area" (the "**Western/Ogden TIF Adoption Ordinance**"). The redevelopment project area referred to above (the "**Western/Ogden Redevelopment Area**") is legally described in Exhibit A to the Agreement.

2. To further induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on March 23, 1989 (amended as specifically set forth below): (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Near West Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Near West Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act" revised and amended on June 10, 1996 and June 6, 2001; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Near West Redevelopment Project Area" (the "**Near West TIF Adoption Ordinance**") (items(1)-(3) in paragraph C.1. above and items (1)-(3) in this paragraph 2. collectively referred to herein as the "**TIF Ordinances**"). The Near West Redevelopment Project Area referred to above (the "**Near West Redevelopment Area**") is legally described in Exhibit A-2 to the Agreement.

3. Pursuant to an ordinance adopted by the City Council on June 4, 2003, and published at pages 1910-2015 of the Journal of the Proceedings of the City Council (the "Journal") of such date, the City entered into that certain Chicago Christian Industrial League Redevelopment Agreement dated as of May 1, 2004 and recorded on May 14, 2004 as document number 0413544098 in the office of the Cook County Recorder of Deeds with the Original Developer.

D. Background on the Project: CCIL Properties purchased from the City (the "**Acquisition**") certain property located within the Western/Ogden Redevelopment Area at 2750 West Roosevelt Road (formerly referred to as 2736 West Roosevelt Road), Chicago, Illinois 60612 and legally described on Exhibit B to the Agreement (the "**Roosevelt Property**"). Pursuant to the Agreement, CCIL Properties commenced construction of an approximately 105,860 square foot new campus facility which will include a transitional housing facility, adult & child development operations (including a training center), offices and attendant service facilities (the "**Facility**") thereon and has begun operations at the Facility. The Original Developer has also (i) relocated the Developer's current operations from certain property located within the Near West Redevelopment Area at 123 South Green Street, Chicago, Illinois 60607 and legally described on Exhibit B-2 to the Agreement (the "**Green Property**") to the Roosevelt Property (the Green Property and the Roosevelt Property hereinafter collectively referred to as the "**Properties**" or the "**Sites**") and also (ii) has demolished previously existing improvements from upon, and intends to perform environmental remediation on, the Green Property and to prepare the site for redevelopment in keeping with surrounding land use. The Facility, the work described in the preceding sentence and other related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C to the Agreement) are collectively referred to herein as the "**Project**." The completion of the Project would not reasonably be anticipated without the financing contemplated in the Agreement, as revised by this Amendment.

E. Affected Agreement Provisions. Pursuant to the Agreement, the City is to (i) deduct Other Public Funds from the value of City Note #2, (ii) use Near West TIF Funds solely to reimburse CCIL Properties for TIF Eligible Costs incurred for certain specific work on, as well as relocation from the Green Property and (iii) allow the term "Developer" to refer to CCIL and CCIL Properties collectively except with regard to receiving City Funds and the Roosevelt Property in which case the term refers solely to CCIL Properties.

F. New Financing Arrangements. In constructing the

Project, the Original Developer met with certain unanticipated financial and administrative difficulties. To address the financial and administrative difficulties referred to above, CCIL will (i) enter into a financing arrangement with ShoreBank, an Illinois banking corp., (ii) receive proceeds from the issuance of bonds by the State of Illinois through the Illinois Finance Authority, a State of Illinois Finance Authority created pursuant to the Illinois Finance Authority Act ("IFA") and (iii) pursuant to the new financing structure referenced herein, has merged CCIL Properties into CCIL.

G. Reason for Amendment. The aforementioned changes to the nature of the financing and ownership of the Project require amendments to certain provisions of the Agreement and the consent of the City under certain provisions of the Agreement.

NOW, THEREFORE, in connection of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article One: Incorporation; Definitions

1. The recitals set forth above and the exhibits attached hereto are incorporated herein by reference and made a part hereof.

2. Any capitalized term used but not otherwise defined herein shall have the same meaning as set forth above in this Agreement.

Article Two: Amendments

1. The **Agreement** was made as of the 1st day of May, 2004, by and between the **City**, through its Department of Planning and Development, CCIL Properties and CCIL. However, due to a scrivener's error, the date written on the Agreement may be read as the 11th day of May, 2004. The parties to the Agreement hereby amend the Agreement to correct the scrivener's error and date the Agreement as of the 1st day of May, 2004.

2. Section 4.01 of the Agreement is hereby amended to revise the cost of the Project and shall hereinafter read as follows:

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$26,074,382, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources (in the case of City TIF Funds not to exceed the amounts set forth below):

Equity - Sale of Green Property-or CCIL Fund-raising (subject to <u>Section 4.06</u>); or Lender Financing (subject to <u>Section 4.06</u>)	\$14,000,000
Other Public Funds [See <u>Sections 4.03(b)</u> , and <u>4.03(e)</u>]	\$5,051,482
Estimated City TIF Funds (subject to <u>Section 4.03</u>)	\$7,022,900
- Near West Tax Increment	[\$1,500,000]
- Lender Financing - Repaid by City Notes	[\$5,522,900]
ESTIMATED TOTAL	\$26,074,382

The TIF assistance provided from the Near West Tax Increment Fund shall not exceed those amounts set forth above or on the Project Budget. Costs above the amounts set forth in the Project Budget, as revised herein, shall be borne solely by the Developer and shall not have an impact on the reimbursement of City Note #2 as set forth in Section 4.03(b) below.

3. Section 4.03(a) of the Agreement is hereby revised to allow for the deletion of any reference that will allow Other Public Funds to reduce the value of City Note #2 (the deletion of any such reference to operate retroactively thereby waiving any uncured defaults which solely and specifically relate to Other Public Funds reducing the value of City Note #2) and shall hereafter read as follows:

4.03 City TIF Funds & Other Project Financing.

(a) Uses of City TIF Funds. City TIF Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City TIF Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. The Developer is responsible for all development costs at the Roosevelt Property; the amount of such costs is equal to twenty-three million eight hundred eighty-four thousand six and no/100 dollars (\$24,574,382) or the Total Project Cost (\$26,074,382) minus the sum of the City's demolition, remediation and relocation costs for the Green Property (up to a \$1,500,000).

If the cost to develop the Roosevelt Property is less than

\$24,574,382, the City shall share in the difference between the development cost and \$24,574,382 as set forth below, which difference shall be deducted from the funds the City will advance for the work on the Green Property. After the funds the City will reimburse for work on the Green Property have been reduced to zero, the City and Developer will each receive 50% of the savings realized through a reduction of the cost to develop the Roosevelt Property. The nature and structure of the savings provided to the City shall be determined by the City in its sole discretion and shall include, but not be limited to, a reduction in the value of City Note #1; however the City acknowledges that said savings shall only be realized by the City as a result of a savings in the cost to develop the Roosevelt Property. The City is responsible for demolition, remediation and relocation costs for the Green Property up to a maximum of one-million, five hundred thousand dollars (\$1,500,000)-which includes a maximum of one million dollars (\$1,000,000) for demolition and environmental remediation and a maximum of five hundred thousand dollars (\$500,000) for relocation; except however, that the City may choose (as provided above) to be relieved of this obligation to the extent the cost to develop the Roosevelt Property is less than \$24,574,382 as set forth above.

4. Section 4.03(b) of the Agreement is hereby revised to (i) specifically acknowledge that the City may use Near West Incremental Taxes or Near West TIF Bond Proceeds (hereinafter with Near West Incremental Taxes collectively referred to as "Near West TIF Funds") to either (a) reimburse Developer for TIF Eligible Costs that it has incurred or (b) pay for certain TIF Eligible Costs directly, by depositing the Near West TIF Funds into the Construction Escrow pursuant to an amendment to the Construction Escrow and a letter of direction from Developer to the City and (ii) delete any reference that will require that Other Public Funds reduce the value of City Note #2, and shall hereafter read as follows:

(b) Sources of City TIF Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City TIF Funds from the sources and in the amounts described directly below (the "City TIF Funds") to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements:

Source of City TIF Funds

Maximum Amount

City Note #1 - Western/Ogden

Incremental Taxes	\$2,000,000
City Note #2 - Western/Ogden Incremental Taxes (subject to reduction - see Section 4.03 above)	\$3,522,900
Near West Incremental Taxes	\$1,500,000

provided, however, that the total amount of City TIF Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of Seven Million Twenty-Two Thousand Nine Hundred and No/100 Dollars (\$7,022,900) or Thirty-two and 782/1000 percent (32.782%) of the actual total Project costs minus the City's cost to acquire, demolish and remediate the Roosevelt Property, but this limit shall not reduce City Note #1 below the amount remaining after reduction because of savings in the cost to develop the Roosevelt Property; and provided further, that the \$7,022,900 (as adjusted by this Section 4.03(b) to be derived from Western/Ogden Incremental Taxes, Near West Incremental Taxes, Western/Ogden TIF Bond Proceeds and/or Near West TIF Bond Proceeds, if any, shall be (i) available to pay costs related to TIF-Funded Improvements pursuant to a debt service schedule for the City Notes attached hereto, and made a part hereof, as Exhibit K-1 or K-2 (a preliminary debt service schedule is attached hereto as Exhibit K-1 and a final debt service schedule shall be completed and attached as Exhibit K-2 upon issuance of the Certificate of Completion) and (ii) allocated by the City for that purpose only so long as:

(i) the amount of the Western/Ogden Incremental Taxes deposited into the Western/Ogden Redevelopment Project Area Special Tax Allocation Fund and the amount of the Western/Ogden TIF Bond Proceeds (**if any**), in the aggregate, are sufficient to pay the portion of such costs related to the Roosevelt Property; and if and to the extent those taxes and Western/Ogden TIF Bond Proceeds deposited in said Fund are sufficient, payments will be made on the City Notes according to the above said debt service schedule then in effect or the City, acting in its sole discretion, may pre-pay the principal amount due under the City Notes; and

(ii) the amount of Near West Incremental Taxes deposited into the Near West Redevelopment Project Area Special Tax Allocations Fund and the amount of the Near West TIF Bond Proceeds, in the aggregate, are sufficient to pay the portion of such costs related to the Green Property; and

provided further that the City is not required to make payments with respect to the Facility in excess of the amounts shown in Exhibit K-1 and K-2 hereto, as applicable in the case of (i)

above, or \$1,500,000 in the case of (ii) above.

Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to issue the City Notes to the Developer on the Closing Date. The principal amount of the City Notes shall not exceed the amount of TIF eligible expenses incurred by Developer and to be reimbursed by the City through payments of principal and interest on the City Notes subject to the provisions hereof; provided, however, that the maximum principal amount of the City Funds shall be an amount not to exceed the lesser of \$7,022,900 or thirty-two and 782/1000 percent (32.782%) of the actual total Project costs minus the City's cost to acquire demolish and remediate the Roosevelt Property, but this limit shall not reduce City Note #1 below the amount remaining after reduction because of savings in the cost to develop the Roosevelt Property; and provided, however, that payments of City Funds to the Developer are subject to the amount of Western/Ogden Incremental Taxes deposited into the Western/Ogden Redevelopment Area Special Tax Allocation Fund and the Western/Ogden TIF Bond Proceeds and Near West Incremental Taxes deposited into the Near West Redevelopment Area Special Tax Allocation Fund and Near West TIF Bond Proceeds, respectively, being sufficient for such payments. If, upon issuance of the Certificate of Completion, the principal amount of the City Notes exceeds TIF eligible expenses incurred, the principal amount of the City Notes, and any accrued interest, will be reduced accordingly. Payment on the City Notes will not begin until issuance of the Certificate of Completion. TIF eligible costs shall include the following expenses: Fifty Per Cent (50%) of the cost of constructing low income dwelling units, infrastructure improvements, demolition, site preparation, environmental remediation, and the costs of other activities eligible for reimbursement with TIF funds pursuant to the Act.

City Note #1: City Note #1 will be used to reimburse the Developer for TIF eligible expenses incurred at the Roosevelt Property. City Note #1 will be funded solely from Western/Ogden Incremental Taxes, will bear interest at a rate equal to the lesser of the Developer's permanent financing rate (meaning the interest rate on a loan secured by a pledge of the City Notes if there is such a loan) or 9%, and will accrue upon issuance and upon certified expenses only.

City Note #2: Issuance of City Note #2 assumes the Developer will incur TIF eligible expenses in excess of those to be reimbursed by the City Note #1. City Note #2 will bear interest at a rate equal to the lesser of the Developer's permanent Financing rate (meaning the interest rate on a loan secured by a pledge of the City Notes if there is such a loan) or 9%. Interest

will accrue upon issuance and upon certified expenses only. City Note #2 will be funded from Western/Ogden Incremental Taxes. The final principal amount of City Note #2 will be determined upon issuance of the final Certificate of Completion.

Near West Incremental Taxes: Near West Incremental Taxes or Near West TIF Bond Proceeds will be used to pay for up to \$1,500,000 of the cost of demolishing existing improvements present at, and performing environmental remediation on, the Green Property as well as the expense of relocating Developer from the Green Property. No more than One Million Dollars (\$1,000,000) will be provided for demolition and environmental remediation and no more than five hundred thousand dollars (\$500,000) will be provided for relocation. The City shall, as reasonably requested by the Developer, either (i) reimburse Developer as costs are incurred, subject to the receipt of Requisition Form(s) and other related documents or (ii) pay for costs directly, subject to the receipt of Requisition Form(s) and other related documents reasonably requested by the City and by depositing the Near West TIF Funds into the Construction Escrow pursuant to an amendment to the Construction Escrow and a letter of direction from Developer to the City. Neither reimbursement nor direct payment shall be made no more than once per month. The City's obligation to pay for work performed on and relocation from the Green Property will be subject to all prior obligations of the City to be secured or funded by the Near West Incremental Taxes and Near West Bond Proceeds.

5. Section 4.03(f) of the Agreement is hereby revised to allow for the deletion of any reference that will allow Other Public Funds to reduce the value of City Note #2 and shall hereafter read as follows:

(f) **Other Public Funds.** Any additional funding received from governmental sources other than those listed in Section 4.03(e) ("**Other Public Funds**") will be used by the Developer for its purposes including to assist in meeting Project Costs, as reasonably necessary.

Other Public Funds includes the following sources:

1. The Illinois Clean Energy Foundation;
2. Illinois Department of Commerce and Community Affairs;
3. The Illinois First Program;
4. The City of Chicago Department of Housing - The Illinois Affordable Housing Tax Credit Program;
5. Illinois Housing Development Authority Affordable

- Housing Tax Credit Program; and
6. The Federal Home Loan Bank.

6. Exhibit H-1 to the Agreement ("Project Budget") is hereby replaced in its entirety with Exhibit H-1 ("Revised") attached hereto and made a part hereof.

7. Exhibit H-2 to the Agreement ("M/WBE Budget") is hereby replaced in its entirety with Exhibit H-2 ("Revised") attached hereto and made a part hereof.

Article Three: City Consent; CCIL Assumption of Developer Duties

Pursuant to Section 8.01(j):

A. The City hereby consents to (i) the transfer of ownership of the Sites to CCIL and (ii) the right of CCIL to receive the payment of City TIF Funds upon the merger of CCIL Properties into CCIL; and

B. As a condition to the approval by the City of the transfer of ownership of the Sites and the right to receive the payment of City TIF Funds CCIL, as the sole successor of the Original Developer, agrees to assume all surviving responsibilities and covenants applicable to the Developer (as defined in the Redevelopment Agreement).

Article Four: Counterparts; Recording

This Amendment may be executed in counterparts, each of which shall be deemed an original. The Developer shall cause one original counterpart of this Amendment, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Amendment showing the date and recording number of record.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this
Redevelopment Agreement to be executed on or as of the day and
year first above written.

**CHICAGO CHRISTIAN INDUSTRIAL
LEAGUE, an Illinois not-for-profit
corporation**

By: *Judith McIntyre*
Its: Executive Director

CITY OF CHICAGO

By: _____

Commissioner,
Department of Planning and
Development


IN WITNESS WHEREOF, the parties hereto have caused this
Redevelopment Agreement to be executed on or as of the day and
year first above written.

CHICAGO CHRISTIAN INDUSTRIAL
LEAGUE, an Illinois not-for-profit
corporation

By: _____
Its: Vice President

CITY OF CHICAGO

By: *Rui J. Dealey*

 _____
Commissioner,
Department of Planning and
Development

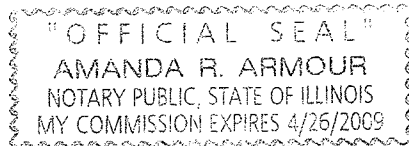
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Amanda R. Armour, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Judith McIntyre, personally known to me to be the Executive Director of Chicago Christian Industrial League, an Illinois not-for-profit corporation, (the "CCIL"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [Board of Directors] of the CCIL, as his/her free and voluntary act and as the free and voluntary act of CCIL, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 18th day of
_December, 2006

A. R. Armour
Notary Public

(SEAL)



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Ronald Mohammed, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lori T. Healey, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "**City**"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 18th day of December, 2006.



Notary Public

My Commission Expires 6/21/09

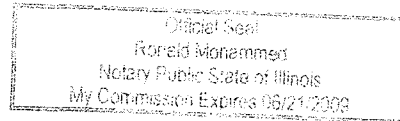


EXHIBIT H-1
PROJECT BUDGET

Land		1
	Sub-Total	1
 Hard Costs		
	Building Core, Shell, Fit-up-	16,079,419
	Sustainable Design Elements	855,000
	Furnishings	800,000
	On-Site Civil & Landscaping	717,333
	Off-Site Civil & Landscaping	-----
	Sub-Total	18,451,752
 Soft Cost		
	Environmental Remediation - Green Street	1,000,000
	Development Consulting	900,000
	Architecture - Design Fee	902,507
	Construction Contingency	1,090,900
	Relocation	500,000
	Finance Charges/Interest	1,026,078
	Architecture - Construction Administration	300,702
	Construction - Performance Bond Costs	515,877
	Construction Loan Fees/Charges	165,000
	Construction Administration/Consulting	271,976
	Sustainable Design/LEEDS Documentation	11,727
	Soft Costs Contingency	152,891
	Legal - Financing	105,655
	Legal - Lenders	119,218
	Architecture - Reimbursables	35,922
	Legal - Acquisition	65,000
	Landscape Architect	30,291
	Building Permit Fees	29,283
	Builder's Risk Insurance	35,476
	Engineering/Consultants	140,065
	Legal/Closing Costs - Predevelopment	43,811
	Surveys/Appraisals/Other	31,600
	Soil Borings	75,606
	Legal - Zoning	35,976
	Construction Loan Title & Recording	20,470
	Real Estate Taxes - Construction Period	-----
	Environmental Consultants	2,298
	Bank Fees - Payouts	14,300
	Sub-Total	7,622,629
 Total Project Cost		26,074,382

EXHIBIT H-2

M/WBE Budget

Hard Costs	\$18,451,752
Demo. & Reme. - Green St.	1,000,000
Sustainable Design Elements	<u>855,000</u>
Total	20,306,752

M/WBE Allocations

MBE (25% of the M/WBE Budget)	\$5,076,688
WBE (5% of the M/WBE Budget)-	<u>1,015,338</u>
Total Allocations	\$6,092,026