



401 N. Michigan Avenue
Suite 700
Chicago IL 60611
312.836.5200
866.324.4431 TDD
www.ihda.org

Bruce Rauner, Governor

March 2, 2016

VIA EMAIL

City of Aurora 44 E. Downer Place Aurora, Illinois 60507 Attention: Amy Munro AMunro@aurora-il.org	Joseph Corporation of Illinois, Inc. 32 S. Broadway Aurora, Illinois 60505 Attention: Dennis P. Wiggins dwiggins@josephcorp.org	Northern Lights Development Corporation 551 Fourth Avenue Aurora, Illinois 60505 Attention: Keith Gregory kgregory@nldcorp.org
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Re: Conditional Commitment Letter (this “Letter”)
HHF - Blight Reduction Program
BRP# 160-_____

Dear Ms. Munro, Mr. Wiggins and Mr. Gregory:

The United States Department of Treasury (“Treasury”), under sections 101 and 109 of the Emergency Economic Stabilization Act of 2008 (P.L. 110-343), as may be amended from time to time (“EESA”), established the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets (“HHF Program”). The Illinois Housing Development Authority (“Authority”), a body politic and corporate of the State of Illinois, created by and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.* (the “Act”), submitted a successful proposal to the Treasury for the use of funds allocated to the HHF Program to develop and implement the Illinois Hardest Hit Fund Homeowner Emergency Loan Program and subsequent programs approved by the Treasury (“HHF Illinois Program”) in order to help decrease preventable foreclosures and stabilize housing markets in Illinois. Pursuant to the requirements of the HHF Illinois Program, the Authority and the Treasury entered into that certain Commitment to Purchase Financial Instrument and HFA Participation Agreement, as amended, and as may be further amended from time to time (collectively, “HFA Agreement”).

Under the HFA Agreement, the Authority established a Blight Reduction Program (the “Program”) that will use, to the extent available, funds from the HHF Illinois Program, to carry out the purposes of the Program as set forth in the Authority’s Blight Reduction Program Guide, as the same may be amended, supplemented and implemented by the Authority from time to time (the “Program Guide”). A copy of such Program Guide (in its initial version, which may be

amended from time to time, in the Authority's sole and absolute discretion)¹ is attached to this Letter as **Exhibit B** and made a part hereof. All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Program Guide.

CITY OF AURORA, an Illinois unit of local government ("Unit of Local Government"), and **JOSEPH CORPORATION OF ILLINOIS, INC.**, an Illinois not-for-profit corporation ("Joseph") and **NORTHERN LIGHTS DEVELOPMENT CORPORATION** ("NLDC"; NLDC together with Joseph, collectively, "NFP") have applied to the Authority for, and the Authority agrees to make Program funds available in the maximum aggregate amount of Five Hundred Twenty-Five Thousand and No/100 Dollars (\$525,000.00) [but not to exceed Thirty-Five Thousand and No/100 Dollars (\$35,000.00) per Unit (as defined in the Program Guide)] (the "Funds"), to Unit of Local Government and NFP, to assist with the refinancing of the eligible acquisition, demolition and greening costs with respect to those Fifteen (15) blighted, vacant residential properties (each a "Unit" and collectively the "Units"), approved by the Authority as listed on **Exhibit A**, which are located in Aurora, Illinois (the "Project"). The provision of the Funds shall be subject to the contingencies, terms and conditions set forth in this Letter.

A. CONTINGENCIES: The Authority's performance of its obligations under this Letter, dated as of the date set forth above, is contingent upon the following:

1. The Authority's obligations hereunder shall cease immediately, without penalty, if (a) the Illinois General Assembly, Treasury, or other federal funding source do not make a sufficient appropriation of funds for the Program, (b) funds appropriated to the Authority for the Program or the HHF Illinois Program are de-appropriated, recalled or not allocated or funded, or (c) funds necessary for the Authority, in the Authority's sole discretion, to operate the Program are insufficient. The Authority shall give the Unit of Local Government notice of insufficient funding or recall of funding as soon as practicable.
2. The Authority's performance of its obligations under this Letter, dated as of the date set forth above, is also contingent upon:
 - a. Evidence satisfactory to the Authority that Unit of Local Government and NFP are each able to comply with their respective duties under the Program Guide;
 - b. Unit Of Local Government's and NFP's completion or satisfaction of each and all of the terms and conditions listed in this Letter and any other terms and conditions imposed by the Authority;

¹ The current version of the Program Guide is available on the Authority website – see (<http://www.ihda.org/government/BRP.htm>). You are ultimately responsible to ensure compliance with the current version of the Program Guide. Therefore, we recommend you check the Authority's Program website frequently for changes, updates and modification to the Program Guide.

3. The Authority's performance under this Letter is also contingent upon (i) its determination, in its sole discretion, on the Closing Date, as defined in **Paragraph C.3** hereof that the Unit of Local Government and the NFP, or their respective constituent or related entities, or other related individuals, are not in default under the terms of any other loan or grant made by the Authority under any Authority program, or has not been in default under the terms of any other loan or grant made by the Authority under any Authority program and failed to cure that default.

B. GENERAL CONDITIONS: This Letter and the Funds shall be subject to the terms and conditions of the Act, the Program and the Program Guide, and the policies and procedures now or hereafter adopted pursuant to the Act, the HHF Illinois Program or the Program, all as amended and supplemented from time to time (collectively "Program Requirements"). The Authority reserves the right to add new, change, or modify terms and conditions to this Letter if necessary to comply with the Program Requirements. The Unit of Local Government and NFP shall at all times comply with the Program Requirements.

C. TERMS AND CONDITIONS OF THE FUNDS: The Funds shall be subject to the following terms and conditions:

1. **Amount of Funds.** The Funds available to NFP shall not exceed Five Hundred Twenty-Five Thousand and No/100 Dollars (\$525,000.00). No undisbursed Funds shall be available after **May 30, 2018** or such other date as the Authority may determine. NFP may be obligated to repay to the Authority all or a portion of the Funds pursuant to the Tri-Party Agreement (as defined in **Paragraph C.5** herein).
2. **A Loan per Unit.** The Funds will be available on a per Unit basis, and upon completion of the Eligible Uses (as defined in the Program Guide) and satisfaction of the Program Requirements for a Unit, the Authority will make a Loan from the available Funds (each a "Loan") to provide permanent financing for the Unit. Each Loan will be in an amount not to exceed Thirty-Five Thousand and No/100 Dollars (\$35,000.00) for each Unit. Each Loan shall not bear interest and shall have a term of three (3) years after the applicable Unit Closing Date (as defined in **Paragraph C.5** herein) ("Maturity Date"). If certain conditions described in the Note and Tri-Party Agreement are met, a Loan will be forgiven at the Maturity Date, at a rate of thirty-three and three-tenths percent (33.3%) per annum on the anniversary of Loan. Until the Maturity Date, the proceeds of the Loan shall be subject to recapture in the event that the Unit of Local Government and NFP have not performed their respective obligations under the Loan Documents or the Program Guide or if there exists a default under the Tri-Party Agreement.
 - a. A portion of the Loan, in the amount of Three Thousand and No/100 Dollars (\$3,000.00), shall be used for the Maintenance (as defined in the Program Guide) of the Unit for the three (3) years from the Unit Closing Date; and

- b. A portion of the Loan, in the amount of One Thousand Seven Hundred Fifty and No/100 Dollars (\$1,750.00), shall be used for the Administration (as defined in the Program Guide) of the Unit for the three (3) years from the Unit Closing Date.
3. **Non-recourse.** Except as otherwise set forth in the Environmental Indemnity and (both as defined in **Paragraph C.6** herein), the Unit of Local Government's and NFP's liability created under this Letter and the Loan Documents shall be non-recourse and neither the Unit of Local Government nor NFP, nor any of the NFP's **shareholders members directors** [~~strike those that are inapplicable~~] shall have any personal liability for repayment of the Funds or any of the Loans. The Authority shall look only to the respective Unit and its reserves and any other funds relating to the Unit for repayment of the Funds or a Loan. The foregoing shall not limit the Unit of Local Government's or NFP's liability for damages as a result of (i) fraudulent acts, or willful and wanton acts or omissions in violation of the provisions of this Letter and the other Loan Documents; (ii) RESERVED; (iii) the misapplication, in violation of the terms of the Loan Documents, of any funds to the full extent of such misapplied funds and proceeds, including, without limitation, any funds or proceeds received under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain; (iv) RESERVED; (v) waste committed on an Unit to the extent that a Loan provided for the Unit or otherwise available in any Unit account held by the Unit of Local Government or NFP, are available to remedy such waste and the Unit of Government or NFP have failed to remedy the waste despite the written instructions of the Authority; (vi) the occurrence of a Prohibited Transfer (as defined in the Mortgage (or in any other Loan Document), without the prior written consent of the Authority; (vii) an oral or written material misrepresentation was made by the Unit of Local Government or NFP, any party in the ownership structure of NFP, or any employee or agent of either the Unit of Local Government or NFP or any other such entity or individual; (viii) a material error or omission was made in the Ownership Structure Certificate (as defined in **Paragraph C.7** herein); (ix) either the Unit of Local Government or NFP has delivered a false certification pursuant to **Paragraph C.11** herein; and (x) a Recapture is due and owing (as defined in the Tri-Party Agreement). Any liability incurred pursuant to this **Paragraph C.3** shall be the personal liability of the Unit of Local Government and NFP.
4. **Closing Date.** The closing of the Funds shall occur at such time as Unit of Local Government and NFP have satisfied all of the requirements set forth in this Letter, as determined in the Authority's sole discretion (the "Closing Date"). Unless otherwise agreed in writing by the parties, the Closing Date shall be no later than **April 22, 2016** (the "Outside Closing Date"). **If the closing of the Funds does not occur on or before the Outside Closing Date, this Letter shall terminate and shall not be extended.**

The Closing Date shall also be the date of the execution of the Tri-Party Agreement and the Environmental Indemnity (“Initial Closing Date”). After the Initial Closing Date, NFP shall identify each Unit as is ready for closing and the closing of each Loan for an Unit shall be referred to herein as the “Unit Closing Date”. Unit Closing Dates will be grouped together so that the closings for Units that are ready to close their respective Loans will occur on a quarterly basis, commencing on the 1st quarter after the execution of the Tri-Party Agreement. The required documentation and showings for each Loan must be submitted at least a month prior to the scheduled Unit Closing Date.

5. **Tri-Party Agreement.** Unit of Local Government and NFP shall enter into a Tri-Party Agreement (the “Tri-Party Agreement”) with the Authority setting forth the terms and conditions governing the disbursement and use of the Funds. The Tri-Party Agreement shall contain provisions including, but not limited to the following:
 - a. **Use of the Loan Proceeds.** Each Loan shall be governed by the terms of the Tri-Party Agreement. NFP and Unit of Local Government shall use the proceeds of a Loan solely for Eligible Uses (as defined in the Program Guide) for the Unit approved by the Authority.
 - b. **Security.** Each Loan shall be evidenced by a promissory note, which shall be secured, in part, by a mortgage and security agreement creating a first (1st) mortgage lien upon the Unit and a first (1st) security interest in the other property owned by NFP and located at or used in connection with the Unit.

6. **Initial and Final Disbursement Dates.** The expected date for the initial disbursement of proceeds of the Funds (i.e., the first Unit Closing Date) is **August 30, 2016** – so submissions of all required documentation and showings for those Loans you wish to close on this first Unit Closing Date must be complete no later than **July 28, 2016**. The final disbursement of the Funds (i.e., the last Unit Closing Date) shall be no later than **May 30, 2018** – so, submissions of all the required documentation and showings for those Loans you wish to close by such final disbursement must be submitted no later than **April 27, 2018**.

7. **Loan Documents – Initial Closing Date Showings.** Prior to the Initial Closing Date, Unit of Local Government and NFP shall deliver to the Authority the following documents, all executed in the manner indicated therein, and such other documents as the Authority may reasonably require, in its sole discretion (this Letter, together with the following documents, are collectively referred to in this Letter as the “Loan Documents”):
 - a. Three (3) originals of the Tri-Party Agreement signed by Unit of Local Government and NFP, providing for the recapture (“Recapture”) of each Loan as provided therein;

- b. Resolution or ordinance of the Unit of Local Government, certified by the clerk or other authorized municipal official acceptable to the Authority, within sixty (60) days of the Closing Date, authorizing the Project and the execution of the Loan Documents;
 - c. Certificate of Incumbency of the Unit of Local Government indicating those officers and/or officials who are authorized to execute and deliver the Loan Documents, with specimen signatures of those officers and/or officials, certified by an authorized officer or official of the Unit of Local Government, as of a date within thirty (30) days prior to the Closing Date;
 - d. An Environmental Indemnity (the “Environmental Indemnity”), covering all Units in the Project, signed by NFP;
 - e. An Ownership Structure Certificate (the “Ownership Structure Certificate”) signed by NFP, providing the ownership structure of NFP for all principals owning ten percent (10%) or more and listing all owners/members down to a level of a living person or persons, with ownership percentages and social security numbers for all persons;
 - f. A Taxpayer Identification Number Certification in the form attached hereto for as **Exhibit C**; and
 - g. Such other documents as the Authority may reasonably require, in its sole discretion.
8. **Unit Closing Date Showings.** Not less than thirty (30) days prior to each Unit Closing Date, Unit of Local Government and NFP shall, at their sole cost and expense, deliver to the Authority the following documents, in form and substance satisfactory to the Authority:
- a. An original Mortgage Note (each a “Note” and collectively, the “Notes”) signed by NFP for each Loan;
 - b. Three (3) originals of the Mortgage (each a “Mortgage” and collectively, the “Mortgages”) signed by NFP for each Unit;
 - c. Copies of the following organizational documents:
 - 1. A copy of NFP’s Articles of Incorporation, certified by the Secretary of the State from the state of its incorporation, dated within thirty (30) days of the Initial Closing Date;
 - 2. A certificate of good standing of NFP from the state of incorporation of NFP showing that NFP is in good standing as of the Closing Date, and evidence that NFP is qualified to do business in Illinois, if applicable;

3. The By-Laws and resolutions of NFP, certified by the secretary of NFP as being true and complete; an incumbency certificate of NFP certified by the secretary of NFP; **and**
 4. A certification signed by an officer of NFP and dated as of the Closing Date certifying as to the validity of documents attached thereto, including without limitation, the resolutions, if any, organizational documents, and such other matters as required by the Authority;
- d. A site survey for each Unit;
 - e. A current ALTA mortgagee's title insurance policy (the "Title Policy") or commitment to issue the Title Policy, issued by a company acceptable to the Authority and authorized to do business in the State of Illinois (the "Title Company"). The Title Policy must be in the amount of the Loan, showing fee simple title to the Unit in NFP, subject only to such exceptions as the Authority and its counsel may approve in writing, insuring the Authority that its Mortgage lien is a valid first (1st) lien on the Unit, free and clear of all encumbrances, liens, conditions, restrictions, easements, leases and other matters, rights or interests not approved in writing by the Authority. The Title policy will contain comprehensive, survey, environmental lien and such other endorsements as the Authority shall require, all in form and substance acceptable to the Authority. Prior to the Unit Closing Date, the Title Company shall issue to the Authority a "Pro-Forma" title commitment, in a form acceptable to the Authority;
 - f. Copies of all recorded easements, including utility easements, and any and all other recorded documents affecting the Unit;
 - g. A copy of the purchase agreement between the Unit of Local Government and NFP, providing for the sale of the Unit to NFP and describing the duties, responsibilities and obligations of each of the parties in connection with the demolition, greening and lot treatment, maintenance, administration and redevelopment of the Units;
 - h. A copy of the current deed for the Unit, showing NFP as fee owner of the Unit;
 - i. A copy of the promissory note or other instrument of debt, between NFP and the Unit of Local Government in connection with the financing of the Eligible Uses for the Unit; and
 - j. Once NFP is owner of the Unit, NFP shall obtain and maintain, at its expense, with an insurer acceptable to the Authority, comprehensive general liability coverage, including contractual coverage, with minimum liability limits of \$500,000 per occurrence and \$1,000,000 in the aggregate unless additional coverage is required by the Authority. NFP shall deliver or cause to be

delivered to the Authority a certificate of insurance evidencing such coverage as soon as practicable after NFP is owner of the Unit, or the Authority shall have the right to terminate this Letter immediately. The certificate shall demonstrate the following: (i) the Authority is a certificate holder with thirty (30) days' notice rights and (ii) the policy names the Authority as an additional insured;

- k. Photos of the Unit before, during and after the demolition and greening and lot treatment of the Unit;
 - l. Certification that the hazardous material identification survey has been completed and the proper disposal of the materials have been identified in compliance with all applicable laws;
 - m. Historic Preservation Act letter stating that the Historic Preservation Agency has determined that the Unit is in compliance with all applicable requirements of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420); and
 - n. NFP shall obtain the searches described in this Paragraph from a company acceptable to the Authority. Currently dated Uniform Commercial Code Financing Statement and fixture filing searches and judgment, bankruptcy, federal and state tax lien searches and federal and state pending suit searches made in the state and the county in which the Units are located and the county in which NFP's principal office is located covering NFP, and searches on such other persons or entities as the Authority may require, all currently dated, showing no security interests, outstanding judgments, material litigation, bankruptcy proceedings, filings or liens of any nature;
 - o. An updated schedule to the Environmental Indemnity adding the Unit to be closed at that quarter's Unit Closing Date;
 - p. A Disbursement Request for all of the Units to be closed at that quarter's Unit Closing Date, in the form required by the Authority;
 - q. Individual Unit Report for the Unit, in the form required by the Authority;
 - r. Evidence of funds expended for Eligible Uses for the Unit in connection with the Project to be submitted to the Authority for its approval;
 - s. Such other certifications as may be required by the Authority; and
 - t. Any and all other documents and showings requested by the Authority or its counsel, in their sole discretion.
9. **Prevailing Wages**. The wages to be paid to all laborers and mechanics employed

in connection with the demolition, greening, and maintenance of a Unit shall be not less than the prevailing wage rates (“Prevailing Wages”) for corresponding classes of laborers and mechanics employed on construction of a similar character in the locality in which the work is to be performed, as determined by the United States Secretary of Labor, with respect to the demolition and greening and maintenance of a Unit, all as provided for under the Davis-Bacon Act, 40 USC 276a et seq. The Unit of Local Government and NFP Partner certify that they have and will comply with the Davis Bacon Act and require that all contracts for any work at a Unit shall provide for (i) the payment of Prevailing Wages and (ii) that all subcontracts let under any contracts for any work at a Unit will require the payment of Prevailing Wages.

10. **Applicability of HFA Agreement.** Unit of Local Government and NFP each agree to comply with the terms and conditions of the HFA Agreement applicable to the Project and each Loan, and further agree if the HFA Agreement imposes obligations greater than those set forth herein (or in any of the Loan Documents), then the provisions of the HFA Agreement control.
11. **Reporting Requirements.** NFP shall, at its sole cost and expense, deliver to the Authority the following documents, in form and substance satisfactory to the Authority:
 - a. After each Unit Closing Date and during the term of each Loan, NFP shall provide reports (“Reports”) to the Authority on a **quarterly** basis (or as otherwise required by the Authority), such Reports to be in form and content acceptable to the Authority and as may be required in the Program Guide, and shall contain, inter alia, progress of the maintenance, administration and redevelopment (if any) of an Unit.
 - b. Any and all other documents, information and showings requested by the Authority or its counsel, in their sole discretion.
12. **Record Retention.** In addition to any obligation to retain financial and accounting records under any applicable laws, Unit of Local Government and NFP each covenant to retain all data, books, reports, documents, audit logs and records, including electronic records, or copies thereof, related to its obligations under the Program, including, but not limited to under the Program Guide, this Letter and all other Loan Documents (collectively, the “Records”). Unless otherwise directed by the Authority, each of the Unit of Local Government and NFP shall retain their respective Records for a period beginning on the Initial Closing Date and expiring five (5) years from the last Unit Closing Date, or for such longer period as may be required under the EESA or other applicable law, or pursuant to the Authority’s request (“Retention Period”). Upon expiration of the Retention Period, Unit of Local Government or NFP may dispose of its Records, **provided that**, it has electronically submitted all Records to the Authority and has received confirmation by the Authority of the receipt of said Records. Both the Unit of Local Government and NFP agree that the disposal of the Records will

be by a method that will permanently destroy the records, such as shredding.

13. **Oversight; Internal Control Program; Compliance.**

- a. Both NFP and the Unit of Local Government agree to furnish the Authority, such compliance audits, performance reports, annual audited financial statements, and any and all other documents, information and showings requested by the Authority or its counsel, in their sole discretion. Such audits, reports and statements must be in form and content acceptable to the Authority or as may be required in the Program Guide.
- b. NFP and the Unit of Local Government each acknowledge that the Authority may develop and implement practices to monitor compliance with the Program requirements and/or monitor and detect fraud related to the Project and the Program. NFP and the Unit of Local Government each covenant that it will fully and promptly cooperate with any audit and inquiries into any alleged, perceived or actual fraud and comply with any anti-fraud and legal compliance procedures may require.
- c. NFP and the Unit of Local Government each also acknowledge and agree that the Authority may audit, inspect or monitor, or retain third parties to audit, inspect or monitor, NFP's and the Unit of Local Government's compliance with the terms, conditions and covenants of this Letter and in any of the Loan Documents, the use of the loan Proceeds, the performance of NFP and the Unit of Local Government of all obligations, duties and covenants set forth in this Letter and in any of the Loan Documents, and such other requirements and standards established by the Authority from time to time in its sole discretion (collectively the "Performance Standards"). NFP and the Unit of Local Government each covenant that it will fully and promptly cooperate with any audit, inspection, inquiry or monitoring of the Performance Standards, including, but not limited to granting the Authority and/or its representatives and agents access to NFP's and the Unit of Local Government's reports, audits, papers, books of account and any other records, kept by or on behalf of NFP and/or the Unit of Local Government and their representatives or agents, that are related to the Performance Standards, to any specific Unit, or the uses for which each Loan has been utilized, including any supporting or related documentation, invoices, contracts or other records; such access shall include the right to make extracts or copies of them.

14. **State Debt.** By signing and accepting this Letter, each of Unit of Local Government and NFP is hereby declaring and certifying that they and their respective affiliates and related entities are not delinquent in the payment of any debt to the State of Illinois (or if delinquent, has entered into a deferred payment plan to pay the debt) and each of Unit of Local Government and NFP and their respective affiliates and related entities acknowledge that the Authority may declare this Letter null and void if this certification is false or if Unit of Local

Government or NFP, their respective affiliates or related entities later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

E. GENERAL PROVISIONS:

1. **Assignment.** This Letter is not assignable by either Unit of Local Government or NFP, in whole or in part, without the prior written approval of the Authority, which may be withheld or conditioned in the Authority's sole discretion.
2. **Termination.** If the closing of a Loan does not take place on or before the Outside Closing Date, this Letter shall, at the Authority's election, immediately terminate and be of no further force and effect.
3. **No Personal Liability.** No member, officer, agent or employee of the Authority or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Letter.
4. **Indemnification of the Authority.** Each of Unit of Local Government and NFP agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Funds, any Loan, Unit, Project, the Program, and this Letter, including without limitation the execution of the Loan Documents and the provision of the Funds and of each Loan. Each of the Unit of Local Government and NFP further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Unit of Local Government and NFP under this **Paragraph E.4** shall survive the provision of the Funds.
5. **Time for Acceptance.** The terms and conditions of this Letter shall not become effective unless Unit of Local Government and NFP accepts it by executing four (4) copies of this Letter in the space provided below and returning all four (4) executed copies and **Exhibit C** to Arie Flemenbaum, c/o the Illinois Housing Development Authority, 401 N. Michigan Ave., Suite 700, Chicago, Illinois 60611, within sufficient time so that we actually receive them within twelve (12) days after the date of this Letter. If not received within twelve (12) days this letter shall be void.
6. **Publicity.** Neither the Unit of Local Government nor NFP shall communicate any public messages or advertisements related to the Program, the Project, the Funds, the Loans, the Units, nor any of the obligations or terms of this Letter including without limitation the execution of the Loan Documents and the

provision of the Funds and of each Loan (collectively, the “Publicity”) without the prior written approval of the Authority. Both the Unit of Local Government and NFP shall consult with the Authority to develop a communication and outreach strategy to ensure that any public messages related to any Publicity is consistent with the intent of the Program. Each of Unit of Local Government and NFP shall notify the Authority at least ten (10) business days in advance and provide a copy of any proposed press releases, Publicity or any other public statements that refers to the Program, their participation therein, the results thereof. The Authority shall have the right to object to or modify such press release, statement or any other Publicity, in its sole discretion. This Section shall survive the termination or expiration of this Agreement.

7. **Survival of Obligations.** Unit of Local Government’s and NFP’s obligations as set forth in this Letter shall survive the Closing Date and Unit of Local Government shall continue to cooperate with the Authority and furnish any documents, exhibits or showings required. In the event of a conflict between this Letter and the Tri-Party Agreement, the Authority shall determine which document shall control.
8. **Notices.** Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Letter shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to Unit of Local Government:

City of Aurora
44 E. Downer Place
Aurora, Illinois 60507
Attention: Amy Munro, Neighborhood Redevelopment Coordinator

If to NFP:

Joseph Corporation
32 S. Broadway
Aurora, Illinois 60505
Attention: Dennis P. Wiggins, Executive Director

Northern Lights Development Corporation
551 Fourth Avenue
Aurora, Illinois 60505
Attention: Keith Gregory, President/CEO

If to Authority:

Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611

Attention: Community Affairs

With a copy to:

Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attention: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as provided in this Letter. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

9. **Liability of the Authority.** IN NO EVENT SHALL THE AUTHORITY, OR ITS OFFICIALS, OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, INDEPENDENT CONTRACTORS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS BE LIABLE TO THE UNIT OF LOCAL GOVERNMENT OR NFP WITH RESPECT TO THE PROGRAM, THE FUNDS, ANY LOAN, ANY UNIT OR WITH RESPECT TO THIS LETTER, FOR ANY ACT OR OMISSION OCCURRING IN CONNECTION WITH THE FOREGOING, FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, DIRECT DAMAGES, INDIRECT DAMAGES, LOST PROFITS, WHATEVER THE NATURE OF THE BREACH BY THE AUTHORITY OF ITS OBLIGATIONS UNDER THIS LETTER OR IN CONNECTION HEREWITH.
10. **Funding.** The parties acknowledge that the Funds are to be funded with monies provided by the Treasury, and that the Authority is under no obligation to authorize such funds for any disbursement of Funds proceeds unless and until all necessary preconditions to disbursement set forth in the Program Requirements, this Letter and the Loan Documents shall have been satisfied to the Authority's satisfaction, and that significant time delays might result from the funding of such monies by the Treasury. Without limiting the generality of **Paragraph E.9** above, in no event shall the Authority be liable to the Unit of Local Government, NFP or any other party for any damages whatsoever which might result in whole or in part from a failure in funding or any delays in funding any proceeds of the Funds.
11. **Information and Communication.** Unit of Local Government, NFP and all parties signing this Letter for any purpose ("Parties"), hereby acknowledge, consent and agree that the Authority and any individual or entity on behalf of the Authority shall have the right at any time without any further consent or notice to

either Unit of Local Government or NFP, or any other party, to discuss or communicate and disseminate any information concerning Unit of Local Government or NFP or the Project with any third party, including, without limitation, any general or limited partner, member, director or shareholder of NFP or any entity or individual comprising any part of NFP's ownership structure, or any party providing any funds to or on behalf of the Unit of Local Government, NFP or the Project, any matter relating to the Funds, any Loan, any Unit, the Project, the Program, Unit of Local Government or NFP, any other matter relating thereto. The Parties hereby release and indemnify the Authority from any and all liabilities arising from or relating to the disclosure of information by the Authority as described herein or any communication the Authority, or anyone acting on behalf of the Authority may have with any other person or entity relating to Unit of Local Government or NFP, the Funds, any Loan, any Unit, the Program, or the Project.

12. **Errors and Omissions.** The Authority reserves the right in its sole and absolute discretion, to change or insert terms and conditions contained in this Letter which are incorrect or which were omitted herein, based upon errors and omissions of the Authority.
13. **Counterparts.** This Letter may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Letter must be produced or exhibited, be the Letter, but all such counterparts shall constitute one and the same instrument.

[REMAINDER OF PAGE IS LEFT INTENTIONALLY BLANK]

Very truly yours,

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Audra Hamernik, Executive Director

Approved as to form:

By: _____
Maureen G. Ohle, General Counsel

By: _____
Nandini Natarajan, Chief Financial Officer

Accepted by Unit of Local Government this _____ day of _____, 2016

UNIT OF LOCAL GOVERNMENT:
CITY OF AURORA,
an Illinois unit of local government

By: _____
Printed Name: _____
Its: _____

Accepted by NFP this _____ day of _____, 2016

NFP:
JOSEPH CORPORATION OF ILLINOIS, INC.,
An Illinois not-for-profit corporation

By: _____
Printed Name: _____
Its: _____

NORTHERN LIGHTS DEVELOPMENT CORPORATION,
An Illinois not-for-profit corporation

By: _____
Printed Name: _____
Its: _____

EXHIBITS

- EXHIBIT A: LIST OF UNITS APPROVED BY THE AUTHORITY
- EXHIBIT B: PROGRAM GUIDE
- EXHIBIT C: TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

EXHIBIT A

LIST OF UNITS APPROVED BY THE AUTHORITY
(attached)

EXHIBIT B
PROGRAM GUIDE

(attached)

EXHIBIT C

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): _____

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number _____

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/ Cemetery (Corp.) |
| <input type="checkbox"/> Corporation <i>NOT</i> providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Other: _____ | |

Signature

Date