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FHA Project No. 071-98021-YHA IHDA Loan No. ML-260

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

between

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

and

NEW EVERGREEN SEDGWICK L.P.,

Dated as of July 30, 2001

Illinois Housing Development Authority Multi-Family Housing Bonds, 2001 Series B

and

Multi-Family Housing Revenue Notes, 2001 Series A (Evergreen Sedgwick Development)

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EXHIBIT A Legal Description of Development Site

EXHIBIT B Income Certification

EXHIBIT C Certificate of Continuing Program Compliance

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FHA Project No. 071-98021-YHA

IHDA Loan No. ML-260

IHDA Form No. RS-5

## REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT (this "Agreement") is made and entered into as of this 30<sup>th</sup> day of July, 2001, by NEW EVERGREEN SEDGWICK L.P., an Illinois limited partnership ("Borrower"), whose address is 54 W. Hubbard St., Chicago, Illinois 60610; and the ILLINOIS HOUSING DEVELOPMENT AUTHORITY ("IHDA"), a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended from time to time (the "Act"), whose principal office is located at 401 North Michigan Avenue, Suite 900, Chicago, Illinois 60611.

### R E C I T A L S :

WHEREAS, Borrower is the owner of certain real estate located at and commonly known as 414 and 424 W. Goethe, 424 W. Sullivan, 1300 and 1310 N. Sedgwick, Chicago, Illinois, legally described on Exhibit A attached to and made a part of this Agreement, and all easements and similar rights and privileges appurtenant to and in favor of such real estate (such real estate, easements, rights and privileges are collectively referred to in this Agreement as the "Real Estate"); and

WHEREAS, New Evergreen Sedgwick, L.L.C., an Illinois limited liability company, is the general partner of Borrower (the "General Partner"); and

WHEREAS, Borrower desires to borrow an amount not to exceed Four Million Four Hundred Ninety-Two Thousand One Hundred Forty-Eight and No/100 Dollars (\$4,492,148.00) from IHDA (the "Loan") to construct a multifamily housing development containing eighty-four (84) Units, which is to be located on the Real Estate; the Real Estate and the improvements to be constructed on it are collectively referred to in this Agreement as the "Development"; and

WHEREAS, Borrower wishes to borrow an amount not to exceed Three Million Six Hundred Seventy Thousand and No/100 Dollars (\$3,670,000.00) for the acquisition of the Development; and

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WHEREAS, IHDA is issuing its Multi-Family Housing Bonds, 2001 Series B (AMT) (Evergreen Sedgwick and Hunt Club Developments), a portion of the proceeds of which will finance the Loan (the "2001 Series B Bonds") and its Multi-Family Housing Revenue Notes, 2001 Series A (Evergreen Sedgwick Development), the proceeds of which will be lent to Borrower pursuant to a Financing Agreement between IHDA and Borrower (the "2001 Series A Notes" and together with the 2001 Series B Bonds, the "Bonds"); and

WHEREAS, the Loan is evidenced, secured and governed by, among other things: (a) the Conditional Commitment Letter from IHDA to or for the benefit of Borrower dated July 20, 2001 (the "Commitment"), (b) the Loan Agreement of even date herewith among Borrower and IHDA governing the disbursement of the Loan proceeds (the "Loan Agreement") (c) the Note of even date herewith executed by Borrower evidencing Borrower's indebtedness under the Loan (the "Note"), (d) the Mortgage, Security Agreement and Assignment of Rents and Leases of even date herewith executed by Borrower in favor of IHDA, giving IHDA a first mortgage lien on the Development (the "Mortgage"), (e) this Agreement, (f) the Environmental Indemnity of even date herewith executed by Borrower and the General Partners, as indemnitor, and delivered to IHDA, as indemnitee (the "Environmental Indemnity"), (g) those certain Uniform Commercial Code financing statements executed by Borrower for the benefit of IHDA (the "UCC's"), (h) that certain Assignment of Contracts, Licenses and Permits of even date herewith, executed by Borrower, as assignor, in favor of IHDA, as assignee (the "Collateral Assignment of Contracts") and (i) that certain Guaranty of Completion of even date herewith, executed by Allison Davis, guaranteeing the completion of the construction of the Development (the "Guaranty"). The Mortgage, the Commitment, the Loan Agreement, the Note, this Agreement, the Environmental Indemnity, the UCC's, the Collateral Assignment of Contracts, the Guaranty and all other documents executed by Borrower that evidence, govern or secure the Loan are sometimes collectively referred to in this Agreement as the "Loan Documents;" the Loan Documents are incorporated in this Agreement by this reference; and

WHEREAS, the Subordinate the Loan is evidenced, secured and governed by, among other things: (a) the Conditional Commitment Letter from IHDA to or for the benefit of Borrower dated July 23,

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2001 (the "Subordinate Commitment"), (b) the Purchase Money Note of even date herewith executed by Borrower evidencing Borrower's indebtedness under the Subordinate Loan (the "Subordinate Note"), (c) the Purchase Money Mortgage of even date herewith executed by Borrower in favor of IHDA, giving IHDA a second mortgage lien on the Development (the "Subordinate Mortgage") and (d) this Agreement (collectively, the Subordinate Loan Documents); and

**WHEREAS**, the Loan is to be partially insured by HUD under the Risk Sharing Program, and is subject to the Regulations; and

**WHEREAS**, the Code and the Code Regulations (as those terms are defined below) prescribe that the use and operation of the Development be restricted in certain respects in order to assure the continuing tax-exempt status of the Bonds, and in order to ensure that the Development will be acquired, rehabilitated, used and operated in accordance with such requirements of the Code, the Code Regulations and the Act, IHDA and Borrower have determined to enter into this Agreement in order to set forth certain terms and conditions relating to the acquisition, rehabilitation, occupancy, use and operation of the Development; and

**WHEREAS**, as an inducement to IHDA to issue the Bonds and make the Loan and the Subordinate Loan, Borrower has agreed to enter into this Agreement and consents to be regulated and restricted by IHDA as provided in this Agreement, the Act and the Rules.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions set forth in this Agreement, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are made a part of this Agreement.

2. **Definitions.** The following terms used in this Agreement shall have the following definitions:

a. "Administrative Expenses" shall mean expenses of managing and administering the Development, including, but not limited, to, expenses for office services and supplies; postage and telephone; legal, accounting, advertising and

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auditing services; management fees; the management agent's fidelity bond fees; and salaries and payroll expenses for any management agent's on-site employees. Administrative Expenses shall not include any expenses not directly related to the Development; these excluded expenses include, but are not limited to, costs of (i) accounting work and attorneys' fees and other legal expenses in connection with acquiring the Development or any property made a part of it, (ii) defending or prosecuting litigation by or against IHDA or for services relating to bankruptcy or similar debtor protection laws and (iii) forming, syndicating, registering and maintaining any person or entity, (iv) any fees paid to Borrower for managing the Development, (v) repayment of loans or advances made by Borrower or its principals to the Development and (vi) any other expenses not approved by IHDA as Administrative Expenses.

b. "Calendar Year" shall mean each calendar year that falls in whole or in part during the term of the Loan. Borrower agrees that its fiscal year shall be a Calendar year.

c. "Certificate of Continuing Program Compliance" shall mean the certificate from Borrower in substantially the form and covering the matters set forth in Exhibit C to this Agreement.

d. "Closing Date" shall mean the later of the date on which HUD endorses the Note and the date on which IHDA issues the Bonds.

e. "Code" shall mean the Internal Revenue Code of 1986, as amended.

f. "Code Regulations" shall mean the United States Treasury Regulations promulgated with respect to the Code.

g. "Cost of the Development" shall mean costs and expenses of the Development, as approved by IHDA, including, without limitation, acquisition costs, construction costs, job overhead, a developer's fee, architectural, engineering, legal and accounting costs, organizational expenses, the fees payable to IHDA pursuant to the Commitment, interest

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paid during construction or rehabilitation and the cost of landscaping, whether or not such costs have been paid in cash or in a form other than cash.

h. "Default" shall mean a default under any Loan Document, including this Agreement, that continues after any applicable grace or cure periods, if any.

i. "Development" shall mean the Real Estate and all of the improvements constructed on it.

j. "Development Bank Account" shall mean that account, established in the name of Borrower in a bank or savings and loan institution in the State of Illinois whose deposits are either insured by the Federal Deposit Insurance Corporation or invested in investments permitted by Paragraph 6.j hereof, into which all Development Funds received by Borrower or its agents are to be deposited.

k. "Development Funds" shall mean all cash, rent subsidies, gross Development income, bank accounts, certificates of deposit, trust funds, reserves, escrows, accounts receivable, and other similar assets of the Development, but excluding security deposits that, pursuant to contract or law, Borrower is, or may be, required to return to a Tenant.

l. "Distribution" shall mean any withdrawal or taking of Surplus Cash and/or Residual Receipts, including (i) segregation of amounts of Surplus Cash and/or Residual Receipts for subsequent withdrawal, for payment to or on behalf of Borrower pursuant to IHDA's written authorization, (ii) any transfer of Development property to or on behalf of Borrower and (iii) payment from Development funds of any obligation of Borrower or its principals.

m. "Equity" shall mean the amount of funds provided by Borrower for the acquisition and construction of the Development, which shall be equal to the difference between the total Cost of the Development, as approved by IHDA and the sum of the amount of the Loan plus the amount of any permitted subordinate financing.

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n. "HUD" shall mean the United States Department of Housing and Urban Development and any of its subdivisions.

o. "Low and Moderate Income Tenants" shall mean and include individuals or families with adjusted income, calculated in the manner prescribed in Regulation Section 1.167(k)-3(b)(3) as it shall be in effect on the date when the first of the Bonds is issued, which does not exceed sixty percent (60%) of the median gross income for the metropolitan statistical area of Chicago, determined in a manner consistent with determinations of median gross income made under the leased housing program established under Section 8 of the United States Housing Act of 1937, as amended, or if that program is terminated, under that program as in effect immediately before termination. That determination shall include adjustments for family size. In no event, however, will the occupants of a Unit of the Development be considered to be Low and Moderate Income Tenants if all the occupants are students, no one of whom is entitled to file a joint return for federal income tax purposes.

p. "Maintenance Expenses" shall mean the expenses of maintaining the Development, including, but not limited to, security services, grounds maintenance services and supplies, elevator maintenance and repairs, painting and decorating, equipment repairs and minor or routine repairs to Units. Maintenance Expenses shall not include the costs of correcting construction or design defects or any other expenses not approved by IHDA as Maintenance Expenses.

q. "Operating Expenses" shall mean the costs of operating the Development, including, but not limited to, non-capital expenses for water and sewer, electricity, gas and other utilities not paid for directly by Tenants; janitorial services and supplies; exterminating; trash removal; elevator operation; real estate taxes; assessments; and insurance premiums. Operating Expenses shall not include capital expenditures; expenses of readying the Development for initial occupancy; repayment of indebtedness incurred by Borrower if such indebtedness has not been approved by IHDA; reimbursements to Borrower for capital contributions; fidelity bond fees; or other loans, advances

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and expenses not approved by IHDA as Operating Expenses.

r. "Qualified Project Period" shall mean the period beginning on the later of (a) the date when the first of the Bonds is issued or (b) the date on which 10% of the Units in the Development were first occupied and ending on the latest of the date (i) which is fifteen (15) years after the date on which at least fifty percent (50%) of the residential Units in the Development are occupied, (ii) which is the first date on which no tax-exempt private activity bond issued with respect to the Development is outstanding and (iii) on which any assistance presently provided with respect to the Development under Section 8 of the United States Housing Act of 1937, as amended, terminates.

s. "Regulations" shall mean the regulations governing the Risk Sharing Program and found at 24 CFR Part 266.

t. "Replacement Reserve Account" shall mean that certain account established pursuant to this Agreement, the funds in which are to be used to pay costs of replacing structural elements and mechanical equipment of the Development and such other expenses of the Development as IHDA, in its sole discretion, may approve.

u. "Residual Receipts" shall mean any Surplus Cash remaining as of the end of a Calendar Year after the deduction of (i) the amount of any repayment of any subordinate loans, if any, evidenced by a note to be repaid from Surplus Cash (which subordinated loans, if any, shall not be made without IHDA's written consent; in its sole discretion) and (ii) all Distributions.

v. "Risk Sharing Agreement" shall mean the Risk Sharing Agreement dated June 20, 1994, between IHDA and HUD.

w. "Risk Sharing Program" shall mean IHDA's Risk Sharing Program, established and conducted pursuant to the terms of the Risk Sharing Agreement.

x. "Rules" means the rules promulgated by IHDA under the Act.

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y. "Surplus Cash" shall mean that part of the gross operating income (including rent insurance proceeds, but not including fire or other insurance proceeds, condemnation proceeds, loan proceeds and any contributions or advances from members or partners of Borrower) of the Development, determined on an accrual basis (a security deposit shall not be deemed part of the gross operating income unless and until it unequivocally becomes the property of Borrower, free of any claim of any person claiming as or through the Tenant who had deposited such security) remaining as of the end of each Calendar Year after payment of, or the reservation of funds for the payment of, the following (but only to the extent payable from such gross operating income):

i. Operating Expenses, Maintenance Expenses and Administrative Expenses;

ii. All other costs, whether or not capitalized, pertaining to the operation of the Development during such Calendar Year, including, but not limited to, reasonable costs of renting, managing, repairing, maintaining and improving the Development;

iii. All losses on any investment of funds deposited in any reserve account;

iv. All sums required to be deposited during such Calendar Year in the Replacement Reserve Account or in any other reserve account of the Development (other than the Residual Receipts Account), whether or not in fact deposited;

v. All sums due, whether or not currently required to be paid during such Calendar Year, under the terms of the Loan Documents;

vi. All sums due under the Subordinate Loan Documents; and

vii. Any payments made on a deferred developer's fee note approved by IHDA;

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all as reflected on audited financial statements for the Development (including the income statements and balance sheets) for each such Calendar Year. The actual amount of Surplus Cash shall be determined by IHDA, in its sole discretion.

z. "Tax and Insurance Reserve Account" shall mean that certain reserve account established pursuant to this Agreement, the funds in which are to be used to pay real estate taxes on the Development and premiums for policies of insurance, including, without limitation, liability, fire, property damage and extended coverage, that Borrower is required to maintain on the Development.

aa. "Tenant" shall mean a person, family or unrelated persons leasing a Unit.

bb. "Tenant Income Certificate" shall mean a sworn and notarized certificate in substantially the form and covering the matters set forth in Exhibit B to this Agreement.

cc. "Unit" shall mean a dwelling unit in the Development.

3. Act and Regulations. Borrower agrees that at all times their acts regarding the Development shall be in conformance with the Act, the Rules and the regulations, policies and procedures of IHDA, and any applicable amendments to them; the Housing and Community Development Act of 1992, as amended; and the Regulations. Borrower agrees that if there is a conflict between the Regulations and (i) the Rules, (ii) the Loan Documents or (iii) any requirements of the Risk Sharing Program, the Regulations shall control.

#### 4. Accounts.

a. Replacement Reserve Account. Commencing on the first day of the month following the Closing Date, or such other earlier date as IHDA designates in writing to Borrower, Owner shall establish a Replacement Reserve Account with IHDA into which shall be deposited Twenty-One Thousand and No/100 Dollars (\$21,000.00); and on the first day of each month thereafter, Borrower shall make deposits

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into the Replacement Reserve Account in the amount of one-twelfth ( $1/12^{\text{th}}$ ) of Two Hundred Fifty and No/100 Dollars (\$250.00) per Unit per Calendar Year, or such other sum as IHDA shall, from time to time, specify.

b. Residual Receipts Account. Borrower shall establish and maintain, in addition to the Replacement Reserve Account, a residual receipts account (the "Residual Receipts Account"). Borrower shall deposit all Residual Receipts into the Residual Receipts Account within ten (10) business days of the determination by IHDA of the amount of Residual Receipts for the Calendar Year. The Residual Receipts Account at all times shall be held under the control of IHDA or its designee for the account of Borrower as security for repayment of the Loan. Disbursements from the Residual Receipts Account may be made only with the prior written approval of IHDA in accordance with then-current applicable IHDA policies. To the extent (i) any sums remain in the Residual Receipts Account at the end of each Calendar Year after the IHDA-approved determination of Surplus Cash for that Calendar Year and (ii) to the extent that Borrower has not made Distributions on a cumulative basis equal to the maximum permissible Distributions under Paragraph 7 hereof, Borrower shall be entitled to receive such permissible Distributions from the Residual Receipts Account.

c. Tax and Insurance Reserve Account. On or before the Closing Date, Borrower shall deposit with IHDA the sum of Thirteen Thousand Two Hundred Thirty and No/100 Dollars (\$13,230.00) for payment of insurance policies for the year 2002, or such other amount as may be satisfactory to IHDA, and Seventy-Three Thousand Five Hundred and No/100 Dollars (\$73,500.00) for payment of real estate taxes for the year 2001 (payable in 2002), or such other amount as may be satisfactory to IHDA, (collectively, the "Tax and Insurance Deposit"), which IHDA shall deposit in the Tax and Insurance Reserve Account. Beginning on the first ( $1^{\text{st}}$ ) day of the second ( $2^{\text{nd}}$ ) full calendar month after the Closing Date, Borrower shall pay to IHDA for deposit into the Tax and Insurance Reserve Account monthly payments in an amount sufficient so that at the end of each calendar year the amount on deposit in the Tax and Insurance Reserve Account

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monthly payments in an amount sufficient so that at the end of each calendar year the amount on deposit in the Tax and Insurance Reserve Account shall be an amount equal to five twelfths ( $5/12^{\text{ths}}$ ) of one hundred five percent (105%) of the estimated real estate tax bill for the Development for that calendar year, or such other amount as IHDA shall determine, in its reasonable discretion, plus eleven-twelfths ( $11/12^{\text{ths}}$ ) of one hundred five percent (105%) of the estimated insurance bill for that calendar year.

d. Debt Service Reserve. On or before the Closing Date, Borrower shall deposit with IHDA an amount equal to one (1) month's principal and interest payment on the Loan (the "Debt Service Reserve"), which IHDA shall hold as security for payment of the Loan. IHDA shall be entitled to draw upon the Debt Service Reserve at any time when Owner is more than twenty (20) days delinquent in payment of debt service on the Loan.

e. Interest. The Replacement Reserve Account, the Residual Receipts Account, the Debt Service Reserve and all deposits made pursuant to the Mortgage for Tax and Insurance Deposits shall be held in IHDA's Administrative Fund; the funds in these accounts will be invested by IHDA in accordance with its then-current standard policies and practices. Earnings on the Administrative Fund are pooled and, subject to the terms of the Loan Documents, paid to Borrower in proportion to funds attributable to it based on the actual earnings of the Administrative Fund.

f. Release of Amounts in Accounts. IHDA shall have the right, in its sole discretion, to approve each withdrawal of funds, prior to such withdrawal, from the Replacement Reserve Account, the Tax and Insurance Reserve Account, the Debt Service Reserve, the Residual Receipts Account or any other fund or account established pursuant to this Agreement or in connection with the Loan. Approval of the annual operating budget for the Development shall constitute IHDA's approval of the ordinary Administrative Expenses, Operating Expenses and Maintenance Expenses of the Development, as set forth in that budget.

5. The Development to be Residential Rental Property.

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Borrower represents, agrees, covenants and warrants as follows:

a. The Development is being acquired, constructed and furnished and rehabilitated for the purpose of providing a "qualified residential rental project" within the meaning of the Code. Borrower shall own, manage and operate the Development as a "residential rental project" comprised of residential units and facilities functionally related and subordinate to them, in accordance with Section 142(d) of the Code and Section 1.103-8(b)(4) of the Code Regulations, as the same may be amended from time to time to the extent applicable to the Bonds. Upon the completion of the construction of the Development, the Development will consist of approximately eighty-four (84) residential Units located in five buildings. The Development is on five separate tracts of land which are proximately located and wholly owned by Borrower. The Development will consist of the five buildings, containing residential units, and functionally related and subordinate facilities, as provided in the Code Regulations. Acquisition, construction and furnishing of the residential Units and the functionally related and subordinate facilities are being funded in part by the Bonds. No portion of the proceeds of the Bonds is being used to acquire or rehabilitate any retail space. Each building, upon completion of rehabilitation, will be a discrete edifice or other person-made construction with (i) an independent foundation, (ii) independent outer walls, and (iii) an independent roof, containing one (1) or more similarly constructed units.

b. Each residential Unit in the Development does and shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation.

c. None of the residential Units in the Development is or shall at any time be used on a transient basis and no portion of the Development shall ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court.

d. Borrower shall not give preference in renting residential Units in the Development to any particular class

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or group of persons, other than Low and Moderate Income Tenants as provided in this Agreement or as otherwise required by law.

e. At no time shall Borrower occupy a residential Unit in the Development, provided that a person employed by Borrower to assist in the management of the Development who has no ownership or other interest in Borrower may occupy a residential Unit.

f. Any functionally related and subordinate facilities (e.g., parking garages or other areas, swimming pools, tennis courts, etc.) which are to be included as part of the Development will be made available to all Tenants on an equal basis. Fees will only be charged with respect to the use of those facilities if the charging of fees is customary for the use of such facilities and in any event, any fees charged will not be discriminatory or exclusionary as to the Low and Moderate Income Tenants. For purposes of this subparagraph (f), the charging of a reasonable parking fee for Tenants of the Development for outdoor or garage parking shall be deemed to be customary.

## 6. Continuous Rental:

a. Borrower represents, covenants, agrees and warrants that, at all times during the Qualified Project Period, each Unit in the Development shall be rented or available for rental to members of the general public on a continuous basis, except as allowed by Section 5(e) above, and that it shall not grant any commercial leases or permit commercial uses for any space in the Development, except upon receipt by IHDA of an opinion of bond counsel ("Bond Counsel"), which opinion is acceptable to IHDA, that the lease or use will not adversely affect the exclusion of interest on any of the Bonds from gross income of their holders for federal income tax purposes.

b. Borrower shall not make any change in use of any portion of the Development except upon approval of IHDA and if required by IHDA upon receipt by IHDA of an opinion of Bond Counsel, acceptable to IHDA that the change will not adversely affect the exclusion of interest on any of the

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Bonds from gross income of their holders for federal income tax purposes.

7. Low and Moderate Income Tenants. To the end of satisfying the requirements of Section 142(d)(2)(b) of the Code relating to individuals of low and moderate income during the Qualified Project Period, and related Code Regulations, Borrower represents, covenants, agrees and warrants as follows:

a. At all times during the Qualified Project Period, at least seventy-six (76) [ninety and forty-eight hundredths percent (90.48%)] of the Units shall be occupied by Low and Moderate Income Tenants; however, if any permitted secondary financing requires more stringent occupancy restrictions, such restrictions shall apply. For purposes of satisfying that requirement, a Unit occupied by an individual or family who at the commencement of occupancy is a Low and Moderate Income Tenant shall be treated as occupied by such an individual or family during their tenancy in such Unit, even though that individual or family subsequently ceases to be a Low and Moderate Income Tenant. The preceding sentence shall, however, cease to apply to any resident whose income as of the most recent determination exceeds one hundred forty percent (140%) of the sixty percent (60%) income limitation amount if, after such determination, but before the next determination, any residential Unit of comparable or similar size in the Development is occupied by a new resident whose income exceeds that sixty percent (60%) limitation. A Unit treated as occupied by a Low and Moderate Income Tenant shall be treated as occupied after it is vacated until reoccupied (other than for a temporary period (not to exceed 31 days)), at which time the character of the Unit shall be redetermined.

b. If necessary, Borrower shall refrain from renting residential Units to persons other than Low and Moderate Income Tenants in order to avoid violating the requirement that at all times during the Qualified Project Period at least seventy-six (76) [ninety and forty-eight hundredths percent (90.48%)] of the Units in the Development shall be occupied by Low and Moderate Income Tenants.

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c. Borrower shall determine annually the current income of each tenant treated as a Low and Moderate Income Tenant.

d. Borrower shall obtain a Tenant Income Certificate with respect to each occupant in the Development signed by the Tenant or Tenants (i.e., the person or persons whose names appear on the lease). Borrower shall obtain such a Tenant Income Certificate before such Tenant or Tenants signs a lease with respect to a Unit and commences occupancy in it and also shall obtain such a Tenant Income Certificate for each subsequent year the tenant lives in the Development, signed by such person or persons and obtained at such time or times, all as may be required by applicable rules, rulings, procedures, official statements, regulations or policies now or later promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to obligations issued under Section 142(d) of the Code and

e. Borrower shall prepare and submit to IHDA on or before the first day of each March, June, September and December of each year during the Qualified Project Period, a Certificate of Continuing Program Compliance in substantially the form attached to this Agreement as Exhibit C executed by Borrower. Within thirty (30) days following the end of each Calendar Year, Borrower shall certify to IHDA that, at the time of such certification and during the preceding Calendar Year, Borrower was in compliance with the requirements of Paragraph 8, or, if Borrower is not or has not been in compliance with such requirements, Borrower shall identify the details of how it failed to comply and the corrective action it is taking or has taken.

f. Borrower shall submit to the Secretary of the Treasury an annual certification as to whether the Development continues to meet the low and moderate income occupancy requirements set forth in the Code. Failure to comply with the requirements set forth in the preceding sentence shall not constitute a default under this Agreement, but may subject Borrower to penalty as provided in Section 6652(j) of the Code.

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8. Additional Borrower Covenants. Borrower further agrees that:

a. It shall make all payments due under the Note, the Mortgage and the other Loan Documents.

b. It shall be a "single asset borrower," as provided in 24 CFR Part 266; the only interest in real estate to which Borrower shall hold legal title shall be the Development, and Borrower shall not be the fee owner of any other real estate, and shall not hold the beneficial interest in any land trust.

c. It shall establish and maintain rental charges for the Units subject to the income restrictions set forth in Paragraph 7.a hereof not greater than those approved by IHDA; rents for each Unit shall not exceed thirty percent (30%) of the maximum income for a Tenant for each such Unit.

d. In the advertising, marketing and rental of Units and in the selection of Tenants for such Units, Borrower shall abide by the terms and conditions of (i) the Affirmative Fair Housing Marketing Plan of Borrower previously approved by IHDA, and by this reference made a part of this Agreement; (ii) the Tenant Selection Plan of Borrower previously approved by IHDA and by this reference made a part of this Agreement; and (iii) all other equal opportunity and fair housing requirements of applicable federal, state and local law.

e. In the management and operation of the Development, Borrower agrees to abide by the terms and conditions of (i) the Management Plan of Borrower or its agent previously approved by IHDA, and by this reference made a part this Agreement; (ii) the Management Agreement under which the Development is to be managed, previously approved by IHDA; (iii) the Marketing Plan of Borrower or its agent previously approved by IHDA; and (iv) the Marketing Agreement of Borrower or its agent previously approved by IHDA and by this reference made a part of this Agreement;

f. Borrower shall require all Tenants to execute a

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lease in the form prescribed or approved by IHDA (the "Lease");

g. Borrower shall not permit the use of the Units for any purpose except residential use, or permit non-residential use of the Development greater or different than that originally approved by IHDA;

h. Borrower shall obtain all governmental approvals required by federal, state and local laws for its acquisition, ownership and operation of the Development; and

i. All of the parking spaces included in the Development shall be reserved for use exclusively by Development staff, tenants and their guests, and the tenant of the commercial space.

9. Acts Requiring IHDA Approval. Owner shall not, without the prior written approval of IHDA:

a. Assign, transfer, dispose of (other than obsolete or damaged property, so long as equivalent replacements are obtained) or encumber any real or personal property of the Development, including rents, or pay out any Development Funds, except for reasonable Operating Expenses, Administrative Expenses and Maintenance Expenses; prior to any such assignment, transfer, disposal or encumbrance, there shall have been delivered to IHDA an opinion of Bond Counsel acceptable to IHDA to the effect that such assignment, transfer, disposal or encumbrance will not adversely affect the exclusion from gross income of interest on any of the Bonds from gross income of their holders for purposes of federal income taxation.

b. Remodel, add to, reconstruct or demolish any part of the Development or subtract from any real or personal property of the Development;

c. Engage in any other business or activity, including the operation of any other housing development, or incur any liability or obligation not in connection with the Development;

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- d. Initially rent any Unit for a period of less than one (1) year and thereafter for any period less than three (3) months or more than one (1) year;
- e. Permit a Tenant to rent more than one (1) Unit at any given time;
- f. Change the rental charge of the Units or any other service charges to the Tenants set or approved by IHDA;
- g. Lease or sublease any non-residential facility in the Development, or amend or modify any such lease or sublease, in a manner that would result in a conflict of interest between any of the parties to such contracts and IHDA, its members, officers, employees, agents or members of their respective immediate families;
- h. Require, as a condition of the occupancy or leasing of any Unit, any consideration or deposit other than the pre-payment of the first month's rent plus a security deposit in an amount not in excess of one (1) month's rent to guarantee the performance of the covenants of the Lease. Any funds collected as security deposits shall be kept separate and apart from all other funds of the Development in one or more trust accounts with one or more federally insured depositories located in Illinois, approved in writing by IHDA; the aggregate amount in such trust accounts shall at all times equal or exceed the aggregate of all outstanding obligations of Borrower under the Leases regarding security deposits. If interest is earned on such trust account, it shall be transferred, as earned, into the Development Bank Account, as set forth in Paragraph 15, below, unless otherwise required by federal, state or local law;
- i. Incur any liability, direct or contingent, other than for current Operating Expenses, Administrative Expenses and Maintenance Expenses, other than the Loan; all liability for capital expenditures shall require IHDA's written approval;
- j. Invest or deposit any funds from the Development in any property, real, personal or mixed, except obligations

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of, or fully guaranteed or secured as to principal by, the United States of America, any agency of its agencies or the State of Illinois, or deposit such funds in a depository not approved in writing by IHDA;

k. Enter into any contract or contracts for supervisory or managerial services, other than contracts approved by IHDA; or

l. Pay any compensation, including wages or salaries, or incur any obligations, to management staff or any officers, directors, stockholders, trustees, partners, beneficiaries under a trust or to any of their nominees, except reasonable compensation pursuant to contracts first approved by IHDA.

## 10. Distributions.

a. Borrower shall not make, receive or retain any Distribution except as permitted in this Agreement, and then only on the following conditions:

i. Any Distribution shall be made only after (x) IHDA receives and approves the audited financial statements of the Development for Calendar Year to which the Distribution relates; and (y) Borrower receives IHDA's written approval of the amount and nature of the Distribution in accordance with IHDA's guidelines, policies and the Rules;

ii. Any Distribution shall be limited in any one (1) Calendar Year to Surplus Cash, as calculated by IHDA, or assets having a fair market value, or some combination of both, that does not in the aggregate exceed thirteen and twelve hundredths percent (13.12%) of Borrower's Equity ("Limited Distribution"). The Limited Distribution for any Calendar Year that is less than a full calendar year shall be prorated and limited on a per diem basis;

iii. The right to Limited Distributions shall cumulate from the Closing Date. To the extent that Borrower does not receive a Limited Distribution in any

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Calendar Year, it may be paid out of Surplus Cash or Residual Receipts, if any, available in subsequent years, but subject to all of the conditions and requirements relating to a Distribution with respect to the most recent Calendar Year; and

iv. No Distribution shall be made until after the final disbursement of Loan proceeds is made and until the Development's annual operating budget for the Calendar Year next following the one with respect to which the Limited Distribution amount has been calculated has been approved by IHDA. No Distribution shall be made to Borrower while there is a Default. No Distribution shall be made unless there has been compliance with all requirements for proper maintenance and operation of the Development, whether pursuant to notices of deficiencies from IHDA or otherwise.

b. So long as all of the preconditions to a Distribution identified in Paragraph 10.a.iv above have been fulfilled, then, at the time Borrower may or is entitled to receive a Limited Distribution, Borrower may, with the approval of IHDA, make a Distribution to repay advances (in excess of amounts otherwise required under the terms of the Loan Documents) that Borrower has made (other than Equity) to the Development's funds, with interest on such advances at the rate of nine percent (9%) per annum, compounded annually until repaid. Such payments shall be made only from Surplus Cash or Residual Receipts, but may be made from Surplus Cash or Residual Receipts even though they are in excess of the Limited Distribution. For so long as the Mortgage constitutes a lien on the Development, the right to repay advances set forth in this Paragraph 10.b. shall not be available to the maker of any other loan to Borrower for the Development or such lender's designee should either such maker or its designee become the owner of the Development by foreclosure, deed in lieu of foreclosure or otherwise.

11. Borrower's Duties. In addition to, but not by way of limiting, the other duties of Borrower set forth in this Agreement or any of the other Loan Documents, Borrower shall comply with the following:

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a. Maintenance. Upon completion of the construction of the Development, Borrower shall maintain the Development, including the Units and the grounds and equipment appurtenant to it, in good physical condition and in a decent, safe and sanitary condition, and in a rentable and tenantable state of repair, as required by the Loan Documents.

b. Management. Borrower shall provide for the management of the Development in a manner satisfactory to IHDA. Any management contract entered into by or on behalf of Borrower involving the Development shall be in form and substance acceptable to IHDA. The management of the Development may not be subcontracted, and the managing agent may not be replaced without the prior written consent of IHDA.

c. Costs of Services, Compensation, Wages, Etc. Payment for services, supplies or materials shall not exceed the amounts ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished.

d. Audit. The Development and all equipment, buildings, plans, offices, apparatus, devices, books, contracts, records, documents and other papers relating to it shall at all times be maintained in reasonable condition for proper inspection and audit, and shall be subject to examination, inspection and copying at any reasonable time, and from time to time, by IHDA or its agents or representatives, and by HUD or the United States General Accounting Office (the "GAO"), or their agents or representatives.

e. Books and Records. The books and records of Borrower and of the operations of the Development shall be kept in accordance with the requirements of the auditing standards of the GAO issued by the Comptroller of the United States (the "GAO Standards") and IHDA. Borrower shall allow IHDA, or its representatives or agents, and the GAO and HUD, or their respective representatives or agents, to inspect the Development at any reasonable time, and from time to time at any time during normal business hours, shall allow

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access to the records and books of account related to the operation of the Development, including any supporting or related vouchers or papers, kept by or on behalf of Borrower and their representatives or agents; such access shall include the right to make extracts or copies of them. In addition, upon request of IHDA, which may be made at any time and from time to time, Borrower shall deliver to IHDA true and complete copies of monthly operating statements, occupancy statements and marketing reports of the Development.

f. Financial Statement. Within sixty (60) days following the end of each Calendar Year, Borrower shall furnish to IHDA a complete audited financial statement report for the Development based upon an examination of the books and records of Borrower, prepared at Borrower's expense in accordance with the GAO Standards, generally accepted accounting principles and such other standards as IHDA may require, and certified to Borrower by an Illinois licensed certified public accountant, or other person acceptable to IHDA.

g. Operating Budget. Within ninety (90) days prior to the beginning of each Calendar Year, Borrower shall submit to IHDA, for its written approval, a complete annual operating budget for the Development, including rental charges for such Calendar Year, all in accordance with the requirements of IHDA.

h. Furnishing Information. At the request of IHDA, Borrower shall furnish such reports, projections and analyses as required pursuant to the Rules, policies and procedures of IHDA, as amended and supplemented from time to time, and shall give specific answers to questions upon which information is desired from time to time relative to the Development's condition, income, assets, liabilities, contracts and operation.

i. Inspection. Borrower shall allow IHDA, or its representatives or agents, or HUD, or its representatives or agents, to inspect the Development at any reasonable time, and from time to time.

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j. Tax-Exempt Status of the Bonds. Borrower:

(i) will not take or permit, or omit to take or cause to be taken, as is appropriate, any action that would adversely affect the exclusion of the interest on the Bonds from the gross income of their holders for federal income tax purposes and, in particular, Borrower will not permit any person to obtain an ownership interest in Borrower unless, upon advice of Bond Counsel, IHDA concludes that the exclusion of the interest on the Bonds from gross income for federal income tax purposes is not adversely affected by such person obtaining such ownership interest. If it should take or permit, or omit to take or cause to be taken, any such action, it will take all lawful actions necessary to rescind or correct such actions or omissions promptly upon obtaining knowledge of them.

(ii) will take such action or actions as may be necessary, in the written opinion of Bond Counsel filed with IHDA, to comply fully with all applicable rules, rulings, policies, procedures, Code Regulations or other official statements promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service pertaining to obligations the exemption of interest on which depends upon continuing compliance with Section 142(d) of the Code and the Code Regulations under that Section.

(iii) will file or record such documents and take such other steps as are necessary, in the written opinion of Bond Counsel filed with IHDA, in order to ensure that the requirements and restrictions of this Agreement will be binding upon all owners of the Development.

k. Tenant Leases.

(i) All tenant lists, applications, certificates and waiting lists relating to the Development shall at all times be kept separate and identifiable from any other business of Borrower which is unrelated to the Development and shall be maintained, as required by

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IHDA from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of IHDA. Failure to keep such lists and applications or to make them available to IHDA shall be a default under this Agreement.

(ii) Each tenant lease shall require the tenant to submit annual Tenant Income Certificates and to provide further information as Borrower may reasonably require concerning such a Tenant Income Certificate, and that a failure to comply with these requirements or the filing of a false Tenant Income Certificate shall be a violation of a substantial obligation of his tenancy. The provisions of this Section shall apply throughout the Qualified Project Period.

## 12. Non-Discrimination in Housing.

a. Borrower shall not, in the selection of Tenants, in the provision of services or in any other matter relating to the construction or operation of the Development discriminate against any person on the grounds of race, color, creed, religion, sex, age, handicap, national origin, ancestry, unfavorable military discharge or familial or marital status, or because the Tenant is receiving governmental assistance.

b. Borrower shall comply with all of the provisions of Paragraph 13 of the Act, Section 266.220 of the Regulations and all other provisions of applicable federal, state and local law relative to non-discrimination.

13. Violation of Agreement by Borrower. Upon violation of any of the provisions of this Agreement by Borrower, IHDA may give written notice of such violation to Borrower, and Borrower shall then have thirty (30) days to correct or cure it. In addition, as soon as is reasonably possible, Borrower shall notify IHDA of the existence of any situation or the occurrence of any event of which Borrower has knowledge, the existence or occurrence of which would violate any of the provisions of this Agreement or cause the interest on the Bonds to become includable in gross income of their holders for federal income tax purposes unless promptly corrected. Borrower covenants to commence

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appropriate corrective action within a reasonable period of time, but in no event later than thirty (30) days after such noncompliance is first discovered or should have been discovered by the exercise of reasonable diligence.

If (i) such violation is not corrected within (A) thirty (30) days after the date of such notice, or Borrower has undertaken reasonable steps to cure such default and is diligently pursuing such cure, provided that such cure is completed within one hundred and eighty (180) days after such non-compliance is discovered, or should have been discovered by the exercise of reasonable diligence; or (B) within such further time as IHDA in its sole discretion permits, or (ii) there exists a default under any of the other Loan Documents after giving effect to any applicable cure periods, then without further notice IHDA may declare a Default under this Agreement, effective on the date of such declaration, and upon such Default, IHDA may:

a. Declare the whole of the indebtedness under the Note immediately due and payable and then proceed with the rights and remedies set forth in the Mortgage or any other of the Loan Documents;

b. Collect all rents and charges in connection with the operation of the Development and use such collections to pay (i) Borrower's obligations under this Agreement and under the Note, the Mortgage and the other Loan Documents and (ii) the necessary expenses of preserving and operating the Development;

c. Take possession of the Development, operate it in accordance with the terms of this Agreement and bring any action necessary to enforce any rights of Borrower growing out of its operation until such time as IHDA, in its sole discretion, determines that Borrower is again in a position to operate the Development in accordance with the terms of this Agreement and in compliance with the requirements of the Note, the Mortgage and the other Loan Documents;

d. Apply to any court, state or federal, for (i) specific performance of this Agreement, (ii) an injunction against any violation of this Agreement, (iii) the appointment of a receiver to take over and operate the

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Development or (iv) such other relief as may be appropriate, since the injury to IHDA arising from a Default would be irreparable and the amount of damage would be difficult to ascertain. Accordingly, Borrower acknowledges and agrees that, in the event of a violation of this Agreement, IHDA's remedies at law would be inadequate to assure IHDA's public purpose under the Act; and/or

e. Exercise such other rights or remedies as may be available to IHDA under this Agreement, at law or in equity.

In addition, as soon as is reasonably possible, Borrower shall notify IHDA of the existence of any situation or the occurrence of any event of which Borrower has knowledge, the existence or occurrence of which would violate any of the provisions of this Agreement or cause the interest on the Bonds to become includable in gross income of their holders for federal income tax purposes unless promptly corrected. Borrower covenants to commence appropriate corrective action within a reasonable period of time, but in no event later than thirty (30) days after such noncompliance is first discovered or should have been discovered by the exercise of reasonable diligence.

14. Assignment of Rents for Security Subject to the provisions of the Mortgage, as security for the payments due for the Replacement Reserve Account and as security for the other obligations under this Agreement, Borrower assigns, pledges and mortgages to IHDA the rights to the rents, profits, income and charges of whatever sort that they may receive or be entitled to receive from the operation of the Development.

15. Development Funds and Development Property.

a. The Development and Development Funds are referred to in this Agreement as "Development Property." All Development Funds received by Borrower or its agents shall be deposited in the Development Bank Account. Such deposits shall be invested in accordance with the requirements for deposits and investments of Paragraph 9.j. hereof. Development Funds shall be withdrawn only in accordance with the provisions of this Agreement and shall be disbursed, to the extent available, and applied in the following order of priority:

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- i. Payment of Operating Expenses, Maintenance Expenses and Administrative Expenses;
- ii. Payments into the Tax and Insurance Reserve Account;
- iii. Payments of amounts due under the Note, including principal, interest, late charges and other amounts payable under it;
- iv. Payments into the Replacement Reserve Account;
- v. Payments of amounts due under any permitted subordinate financing;
- vi. Payments of any deferred developer's fee approved by IHDA and payments of advances to the Development, as permitted under **Paragraph 10.b** hereof; and
- vii. Subject to any amounts required to be paid into the Residual Receipts Account pursuant to **Paragraph 4.b** hereof, or by reason of the limitations of **Paragraph 10** hereof, payments to Borrower as a Distribution.

The foregoing provisions are intended to establish priorities in payment, except as otherwise designated in writing by IHDA:

b. After the application of Development Funds received by Borrower in accordance with the priorities of **Paragraph 15.a** above, all Development Funds received by IHDA shall also be applied in accordance with the priorities set forth in **Paragraph 15.a**.

c. If Borrower, its principals or its agents receive Development Funds other than by (i) a permitted Distribution or (ii) reimbursement of prior advances approved by IHDA (other than Equity in the Development) with interest on them, or (iii) a permitted deferred developer fee, the individual or entity receiving such funds shall immediately deposit them into the Development Bank Account; if such

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individual or entity fails so to do in violation of this Agreement, it shall be deemed to be holding such funds in trust for the Development. If Borrower, its principals or its agents receive Development Property in violation of this Agreement, the individual or entity receiving such Development Property shall immediately deliver it to IHDA; if such individual or entity fails so to do in violation of this Agreement, it shall be deemed to be holding such Development Property in trust. Any such Development Funds or Development Property to be held in trust shall be held for the benefit of IHDA separate and apart from any other funds or property of the possessor.

**16. Liability of Borrower - Non-recourse.**

a. Except as otherwise set forth in this Paragraph 16, or in the Commitment, the Guaranty and the Environmental Indemnity, Borrower's liability created under the Loan Documents and the Subordinate Loan Documents shall be non-recourse and neither Borrower nor any of Borrower's general or limited partners shall have any personal liability for repayment of the Loan. IHDA shall look only to the Development and its reserves any other funds relating to the Development for repayment of the Loan. The foregoing shall in no way limit (x) Guarantor's liability for completion of the Development pursuant to the Guaranty, and/or (y) Borrower's liability for or as a result of (i) fraudulent acts, or willful and wanton acts or omissions in violation of the provisions of this Agreement and the other Loan Documents, by through or under Borrower; (ii) the fair market value of the personalty or fixtures removed or disposed of from the Development in violation of the terms of the Loan Documents; (iii) the misapplication, in violation of the terms of the Loan Documents, of any funds to the full extent of such misapplied funds and/or 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) any misapplication of any security deposits attributable to any leases of Units, failure to pay interest on such security deposits as required by law or the collection of rents in violation of any of the Loan Documents; (v) Borrower's receipt and retention or

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conversion of funds to which it is not entitled; (vi) amounts that Borrower is required to pay to IHDA if HUD reduces the amount of the Mortgage Insurance, as provided in Paragraph D.1.b of the Commitment; (vii) waste committed on the Development to the extent Replacement Reserves and Surplus Cash are available to remedy such waste and Borrower has failed to remedy the waste despite the written instructions of IHDA; and (viii) any liability created under the Environmental Indemnity.

b. The members of the General Partner shall be required to assume personal liability under this Agreement (A) for and to the extent that Development property is retained or applied by such members in violation of this Agreement and the other Loan Documents; and (B) for and to the extent that the willful acts, deeds and omissions by such members result in violation of the provisions of this Agreement and the other Loan Documents.

## 17. Termination of Liabilities

a. In the event of a sale or other transfer of the Development that is approved by IHDA, all of the duties, obligations, undertakings and liabilities of Borrower and/or such transferor under the terms of this Agreement shall thereafter cease and terminate as to Borrower and/or such owner-transferor, except as to any acts or omissions or obligations to be paid or performed by Borrower and/or transferor that occurred prior to such sale or transfer. However, as a condition precedent to the termination of the liability of Borrower or owner-transferor under this Agreement; (i) the owner-transferee shall assume, on the same terms and conditions as apply under this Agreement to the owner-transferor, all of the duties and obligations of such owner-transferor arising under this Agreement from and after such sale or transfer; and (ii) IHDA shall have received an opinion of Bond Counsel to the effect that such sale or transfer will not adversely affect the exclusion from gross income of interest on any of the Bonds from the gross income of their holders for purposes of federal income taxation. Such assumption shall be in form and content acceptable to IHDA, and shall be recorded in the Cook County Recorder's Office.

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b. If Borrower, or any of the parties comprising Borrower, is at any time a partnership or a limited liability corporation, any new or successor general partner of such partnership ("New General Partner"), or any new member of such limited liability corporation ("New Member"), shall be bound by the terms of this Agreement to the same extent and on the same terms as the then-present general partners or members, as the case may be, of such partnership or limited liability company, as applicable, are bound under this Agreement and shall execute an assumption of such obligation in form and content acceptable to IHDA as condition precedent to such party's admission as a New General Partner or New Member, as the case may be; however, any such New General Partner or New Member shall not be obligated with respect to matters or events that occur or arise prior to such party's admission as a New General Partner or New Member. If any general partner or member of such partnership or limited liability company, as applicable, shall voluntarily retire or withdraw from its partnership or membership ("Voluntarily Retiring Individual") in a manner permitted by IHDA, all of the duties, obligations, undertakings and liabilities of the Voluntarily Retiring Individual under this Agreement shall thereupon cease and terminate except as to any acts or omissions or obligations required to be paid or performed by such Voluntarily Retiring Individual that occurred prior to such retirement or withdrawal. If any General Partner or member of such partnership or limited liability company, as applicable, dies, or is adjudicated insane or incompetent, or has a guardian or conservator appointed with respect to its person or assets or is adjudicated insolvent or bankrupt (and such adjudication of insolvency or bankruptcy is not dismissed or stayed within 60 days) (any such General Partner or member is referred to in this Agreement as an "Involuntarily Retiring Individual"), all of the duties, obligations, undertakings and liabilities of the Involuntarily Retiring Individual under the terms of this Agreement shall thereupon cease and terminate except as to any acts or omissions or obligations required to be paid or performed by such Involuntarily Retiring Individual that occurred prior to such death, adjudication of insanity or incompetence, appointment of a guardian or conservator or

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adjudication of insolvency or bankruptcy.

18. Term of Agreement/Covenants Running with Land. The covenants set forth in this Agreement shall be deemed to run with and bind and burden the Development, and shall be deemed to bind any future owners of the Development and any legal, equitable or beneficial interest in it, and shall not be deemed extinguished, satisfied or completed until the latest of (i) the end of the Qualified Project Period, unless IHDA shall have received an opinion of Bond Counsel to the effect that early termination of this Agreement will not adversely affect the exclusion from gross income of interest on any of the Bonds from the gross income of their holders for purposes of federal income taxation; (ii) payment in full of the Note, and (iii) for so long as the Mortgage is insured by HUD or HUD holds a debenture or comparable instrument from IHDA in payment of IHDA's portion of the risk of default assumed by IHDA under the Risk Sharing Agreement. After expiration of the Qualified Project Period, upon repayment by Borrower of all amounts due under the Note, the Mortgage and the other Loan Documents, IHDA shall execute a release in recordable form of the Mortgage, this Agreement and any other recordable document, and shall turn over to Borrower any funds in all escrows, including any tax and insurance escrows, replacement reserve accounts or residual receipts accounts, and any undistributed Surplus Cash. Notwithstanding the immediately preceding sentences, this Agreement, and all of its terms, shall terminate and be of no further force and effect in the event of (x) involuntary noncompliance with the provisions of this Agreement caused by fire, seizure, requisition, foreclosure or delivery of a deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the date of this Agreement which prevents IHDA from enforcing the requirements of this Agreement, condemnation or other similar event and (y) the payment in full and retirement of the Bonds within a reasonable period after that event. However, the preceding two sentences shall cease to apply and the restrictions contained in this Section shall be automatically reinstated if, at any time subsequent to the foreclosure or the delivery of a deed in lieu of foreclosure or similar event, Borrower or any related person (within the meaning of Section 1.103-10(e) of the Code Regulations) obtains an ownership interest in the Development for federal income tax purposes.

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## 19. Miscellaneous.

a. Amendment of Regulatory Agreement. This Agreement shall not be altered or amended except in a writing executed by all of the parties hereto and duly recorded with the Recorder of Deeds of Cook County. No amendment to this Agreement concerning matters governed by the Code or the Code Regulations shall be effective unless there shall have been filed with IHDA a written opinion of Bond Counsel to the effect that (a) such amendment will not cause or result in interest on the Bonds becoming includable in gross income of their holders for federal income tax purposes, and (b) compliance with the terms and provisions of the Agreement, as so amended, will be sufficient to ensure full compliance with the requirements of Section 142(d) of the Code and all then-applicable rules, rulings, policies, procedures, portions of the Regulations, or other statements promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service pertaining to obligations the exclusion of interest from gross income on which depends on continuing compliance with that Section 142(d).

b. Execution of Conflicting Documents. Borrower warrants that it has not, and will not, execute any other agreement with provisions contradictory, or in opposition, to the provisions of this Agreement, and that, in any event, the requirements of this Agreement are and will be paramount and controlling as to the rights and obligations set forth in it and will supersede any other requirements in conflict with this Agreement; however, to the extent this Agreement conflicts with any provisions or requirements set forth in the Mortgage or the Note, the document selected by IHDA shall prevail and control. Notwithstanding anything to the contrary in this Paragraph 16, to the extent that this Agreement conflicts with the requirements of Section 42 of the Internal Revenue Code of 1986, the requirements of Section 42 shall control.

c. Partial Invalidity. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

d. Binding Successors. This Agreement shall bind, and the benefits shall inure to, the respective parties to this Agreement, their legal representatives, executors,

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FHA Project No. 071-98021-YHA

administrators, successors in office or interest and assigns; however, Borrower shall not assign this Agreement or any of its obligations under it without the prior written approval of IHDA, and IHDA may not assign this Agreement without the written approval of HUD.

e. Gender. The use of the plural in this Agreement shall include the singular; the singular the plural; and the use of any gender shall be deemed to include all genders.

f. Recording Agreement. Borrower agrees and assumes the obligation to have this Agreement recorded, prior to the recordation of the Mortgage, in the appropriate land records in the jurisdiction in which the Development is situated. If Borrower fails to do so, IHDA may have it recorded at the expense of Borrower.

g. Reliance; Compliance. Borrower recognizes and agrees that the representations, warranties, agreements and covenants set forth in this Agreement may be relied upon by all persons interested in the legality and validity of the Bonds and in the exclusion of the interest on the Bonds from gross income of their holders for federal income tax purposes. In performing its duties and obligations under this Agreement, IHDA may rely upon statements and certificates of Borrower and Tenants, and upon audits of the books and records of the Borrower pertaining to the Development. In addition, IHDA may consult with counsel, and the written opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by IHDA under this Agreement in good faith and in conformity with such opinion.

h. Election of IHDA's Remedies. IHDA's remedies are cumulative and the exercise of one shall not be deemed an election of remedies, nor foreclose the exercise of IHDA's other remedies.

i. Waiver by IHDA. No waiver by IHDA of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach.

j. Captions. The captions used in this Agreement are

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inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of the Agreement.

k. Third Parties.

i. The parties do not intend this Agreement to inure to the benefit of any third party, including, but not limited to, contractors, subcontractors, management and marketing agents and creditors of Borrower or the Development.

ii. Borrower agrees that IHDA is intended to be a direct beneficiary of all agreements connected with the Development to enable IHDA to carry out its statutory purpose of providing decent, safe and sanitary housing to persons and families of very low or low income in the State of Illinois. Borrower therefore intends that all agreements connected with the Development to which either or both are a party shall inure to the benefit of IHDA, even if IHDA is not a party to such agreements, but do not intend that such agreements inure to the benefit of any other third party.

1. Notices. Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Agreement 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 IHDA:

Illinois Housing Development Authority  
401 N. Michigan Ave., Suite 900  
Chicago, Illinois 60611  
Attention: Director, Multifamily Programs

with a copy to:

Illinois Housing Development Authority  
401 N. Michigan Ave., Suite 900

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FHA Project No. 071-98021-YHA

Chicago, Illinois 60611  
Attention: General Counsel

New Evergreen Sedgwick, L.P.  
c/o New Evergreen Sedgwick, L.L.C.  
54 W. Hubbard St.  
Chicago, Illinois 60610  
Attn: Allison Davis

with courtesy copies to:

NEF Assignment Corporation  
547 W. Jackson Boulevard  
Chicago, Illinois 60661  
Attention: \_\_\_\_\_  
and

Winston & Strawn  
35 W. Wacker Dr.  
Chicago, Illinois 60601  
Attn: William J. Ralph

Such addresses may be changed by notice to the other party given in the same manner as provided in this Paragraph 19.1. 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. In connection with the courtesy copies to NEF Assignment Corporation and Winston & Strawn, IHDA will exercise reasonable efforts to provide copies of any notices given to Borrower; however, IHDA's failure to furnish copies of such notices shall not limit IHDA's exercise of any of its rights and remedies under the Loan Documents.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

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FHA Project No. 071-98021-YHA

20. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

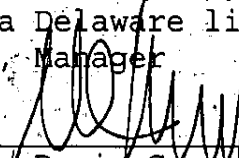
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives.

**BORROWER:**

NEW EVERGREEN SEDGWICK L.P., an Illinois limited partnership,

By: New Evergreen Sedgwick, L.L.C., an Illinois limited liability company, general partner

By: RSD, L.P., a Delaware limited partnership, Manager

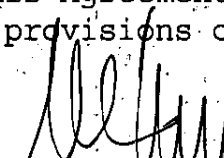
By:   
Allison Davis, General Partner

**IHDA:**

ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The following individual is signing this Agreement for purposes of binding themselves to the recourse provisions of Paragraph 13.5 hereof.

  
Allison Davis

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20. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives.

**BORROWER:**

NEW EVERGREEN SEDGWICK L.P., an Illinois limited partnership,

By: New Evergreen Sedgwick, L.L.C., an Illinois limited liability company, general partner

By: RSD, L.P., a Delaware limited partnership, Manager

By: \_\_\_\_\_  
Allison Davis General Partner

**IHDA:**

ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate

By: Michael Juzaitis

Printed Name: Michael Juzaitis

Title: Assistant to the Director for Multi-Family Programs R.M.

The following individual is signing this Agreement for purposes of binding themselves to the recourse provisions of Paragraph 13.b hereof.

\_\_\_\_\_  
Allison Davis

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FHA Project No. 071-98021-YHA

## HUD ADDENDUM

This Addendum (the "Addendum") is attached to and made a part of the Regulatory Agreement dated as of July 30, 2001 by and between Borrower and IHDA (the "Regulatory Agreement"). All non-grammatical capitalized terms not defined in this Addendum shall have the meanings assigned to them in the Regulatory Agreement.

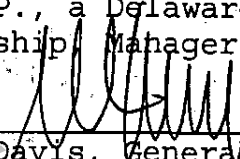
Borrower agrees to comply with all provisions of the Regulations for so long as the Loan is insured by HUD under the Risk Sharing Program.

### BORROWER:

NEW EVERGREEN SEDGWICK L.P., an Illinois limited partnership,

By: New Evergreen Sedgwick, L.L.C., an Illinois limited liability company, general partner

By: RSD, L.P., a Delaware limited partnership, Manager

By:   
Allison Davis, General Partner

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FHA Project No. 071-98021-YHA

IHDA Loan No. ML-260

IHDA Form No. RS-13b

## LLC RIDER TO NOTE, MORTGAGE AND REGULATORY AGREEMENT

THIS RIDER TO NOTE, MORTGAGE AND REGULATORY AGREEMENT (this "Rider") is made by NEW EVERGREEN SEDGWICK, L.L.C., an Illinois limited liability company, as general partner (the "General Partner") of New Evergreen Sedgwick L.P. (the "Owner"), and WILLIAM MOOREHEAD, and RSD, L.P., the members of the General Partner (collectively, the "Members"), to the Illinois Housing Development Authority ("IHDA").

IHDA is making a loan (the "Loan") under its Risk Sharing Program to the to finance the acquisition, rehabilitation and permanent financing of a multifamily housing development located on the real estate legally described in the Mortgage (as hereinafter defined) (the "Real Estate"), and commonly known as 414 and 424 W. Goethe, 424 W. Sullivan, 1300 and 1310 N. Sedgwick, Chicago, Illinois; the Real Estate and the improvements located on it are referred to in this Rider as the "Project". The Loan is evidenced by that certain mortgage note dated July 30, 2001, made by the Owner in favor of IHDA (the "Note"), secured by that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated July 30, 2001, given by the Owner in favor of IHDA (the "Mortgage") and that certain Regulatory Agreement dated July 30, 2001, between IHDA and the Owner governing the Project. The Note, the Mortgage, the Regulatory Agreement and the other documents evidencing, securing and governing the Loan are collectively referred to in this Rider as the "Loan Documents."

In further consideration of the endorsement for insurance by the Secretary of the United States Department of Housing and Urban Development ("HUD") of the Note, and to comply with the requirements of the National Housing Act, as amended, and the regulations adopted by the Secretary pursuant to the National Housing Act; the General Partner and the Members agree as described below for themselves, their successors, heirs and assigns in connection with the Project and for so long as the contract of mortgage insurance continues in effect, and during such further period of time as the Secretary shall be the owner, holder, or reinsurer of the Mortgage; or during any time the

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FHA Project No. 071-98021-YHA

Secretary is obligated to insure a mortgage on the Project. The signatories to this document undertake the following obligations in their individual capacities and as members of the General Partner; the consideration described above runs to the signatories in both capacities. The following provisions are added to and made a part of the Note, the Mortgage and the Regulatory Agreement.

1. If any provision of the General Partner's Articles of Organization, Operating Agreement, other organizational documents, or any later amendment to those documents, conflicts with the terms of the Note, the Mortgage, the Regulatory Agreement or the other Loan Documents, the provisions of the Loan Documents shall control.
2. Notwithstanding any provision of state law to the contrary, any signatory to this Rider receiving funds of the Project other than by distribution of surplus cash, as authorized in Paragraph 7 of the Regulatory Agreement, shall immediately deposit such funds in the Project bank account, and failing to do so in violation of the Regulatory Agreement, shall hold such funds in trust. Notwithstanding any provision of state law to the contrary, any signatory to this Rider receiving property of the Project in violation of this Rider shall immediately deliver such property to the Project, and failing to do so shall hold such property to trust.
3. Notwithstanding any provision of state law to the contrary, all signatories to this Rider are liable for:
  - a. Funds or property of the Project coming into their hands which, by the provisions of this Rider, they are not entitled to retain; and
  - b. Their own acts and deeds or acts and deeds of others which they have authorized in violation of the provisions of this Rider.
4. Notwithstanding any provision of state law to the contrary, any member-manager of the General Partner, any member of the General Partner with governance interests equaling or exceeding 10 percent, or any member of the General Partner with financial interests equaling or exceeding 25 percent on

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FHA Project No. 071-98021-YHA

- the date of the document to which this Rider is attached (including the Note, the Mortgage and the Regulatory Agreement) shall be liable on a joint and several basis in the amount of any loss, damage or cost (including but not limited to attorneys' fees) resulting from fraud or intentional misrepresentation by the Owner, the Owner's agents or employees, or the General Partner, the General Partner's agents or employees, or a member of the General Partner in connection with obtaining the Loan, or in complying with any of the General Partner's obligations under the Loan Documents.
5. All signatories to this Rider shall be considered agents of the General Partner for the purpose of establishing liability under the double damages provision at 12 U.S.C. '1715z-4a and the equity skimming penalty under 12 U.S.C. '1715z-19, unless HUD agrees in writing to the contrary.
  6. Each signatory to this Rider shall be individually liable for payment of the entire amount of any civil money penalty imposed on the mortgagor pursuant to Section 537 of the National Housing Act, 12 U.S.C. '1735f-15.
  7. The General Partner has designated Allison Davis as its official representative for all matters concerning the Project which require HUD consent or approval. The signature of this person will bind the General Partner in all such matters. The General Partner may from time to time appoint a new representative to perform this function, but within three (3) business days of doing so, shall provide HUD with written notification of the name, address, and telephone number of its new representative. When a member other than the member identified above has full or partial authority for management of the Project, the General Partner will promptly provide HUD with the name of that member and the nature of that member's management authority.
  8. Notwithstanding any provision of state law to the contrary, no signatory to this Rider shall have any right of subrogation or indemnification against the General Partner or the property of the Project by reason of any payment made or liability incurred pursuant to this Rider or any statute to which this Rider refers.

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FHA Project No. 071-98021-YHA

## THE GENERAL PARTNER

NEW EVERGREEN SEDGWICK, L.L.C., an Illinois limited liability company

By: William Moorehead  
William Moorehead, Member

By: RSD, L.P., a Delaware limited partnership, Manager

By: Allison Davis  
Allison Davis, General Partner

## THE MEMBERS:

William Moorehead  
William Moorehead, Member

RSD, L.P., a Delaware limited partnership, Manager

By: Allison Davis  
Allison Davis, General Partner

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STATE OF ILLINOIS )

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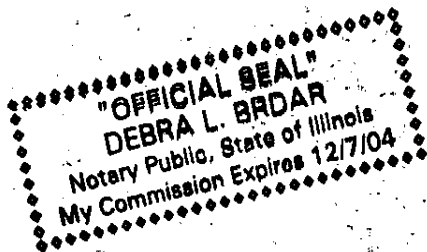
COUNTY OF COOK )

## ACKNOWLEDGMENT OF BORROWER

I, the undersigned, a notary public in and for the State and County aforesaid, certify that Allison Davis, General Partner of RSD, L.P. 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, as such General Partner of RSD, L.P., he signed and delivered such instrument as his free and voluntary act, as the free and voluntary act of RSD, L.P., and as the free and voluntary act of New Evergreen Sedgwick, L.L.C. of which RSD, L.P. is the manager, and of New Evergreen Sedgwick L.P., of which New Evergreen Sedgwick, L.L.C. is the general partner, for the uses and purposes therein set forth.

Given under my hand and official seal this 23 day of July, 2001.

Debra Brdar  
Notary Public



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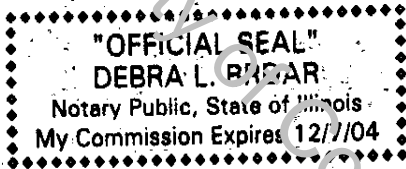
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FHA Project No. 071-98021-YHA

STATE OF Illinois )  
 ) SS  
COUNTY OF COOK )

I HEREBY CERTIFY that on this 23 day of July, 2001,  
before me, a Notary Public for the state and county aforesaid, personally appeared  
William Moorehead, known to me or satisfactory proven to be the same person  
whose name is subscribed to the foregoing instrument, who acknowledged that he is the  
\_\_\_\_\_ of \_\_\_\_\_ that he has been duly  
authorized to execute, and has executed, such instrument on its behalf for the purposes therein  
set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year  
first above written.



Debra Bird  
Notary Public

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COOK COUNTY CLERK'S OFFICE  
111 N. LAUREL ST.  
CHICAGO, ILL. 60602  
TEL: 312-603-4000  
WWW.COOKCOUNTYCLERK.COM

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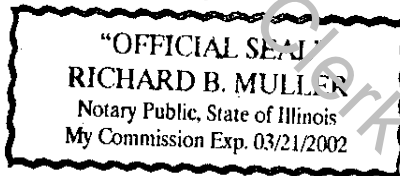
FHA Project No. 071-98021-YHA

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Michael Juozaitis, personally known to me to be the Assistant to the Director for Multifamily Programs of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, who is 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 signed and delivered the said instrument in his capacity as Assistant to the Director for Multifamily Programs of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, as his free and voluntary act and deed and as the free and voluntary act and deed of the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, for the uses and purposes therein set forth.

Given under my hand and official seal this 23<sup>rd</sup> day of July, 2001

  
\_\_\_\_\_  
Notary Public



Notary's Office

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FHA Project No. 071-98021-YHA

PARCEL A:

THE NORTH 22.0 FEET OF LOT 1 AND ALL OF THE NORTH AND SOUTH PUBLIC ALLEY, LYING WEST OF AND ADJOINING THE NORTH 22.00 FEET OF LOT 1 ALL IN THE SUBDIVISION OF BLOCK 8 AND A STREET IN BLOCK 9 IN BUTTERFIELD'S ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B:

LOTS 1 TO 9, BOTH INCLUSIVE IN SULLIVAN'S SUBDIVISION OF BLOCK 6; ALSO THE 10-FOOT NORTH/SOUTH VACATED ALLEY, LYING EAST OF AND ADJOINING LOT 3 IN SAID SULLIVAN'S SUBDIVISION; ALSO LOTS 1 TO 9, BOTH INCLUSIVE IN HEIN'S SUBDIVISION OF BLOCKS 7 AND 20, ALL TAKEN AS ONE TRACT, SAID BLOCKS 6, 7 AND 20, BEING IN BUTTERFIELD'S ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 AND IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM THE ABOVE DESCRIBED TRACT THAT PART THEREOF, LYING WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 9 IN SULLIVAN'S SUBDIVISION, SAID POINT BEING 44.00 FEET EAST OF THE NORTHWEST CORNER OF LOT 10 IN SAID SULLIVAN'S SUBDIVISION; THENCE SOUTHERLY 28.17 FEET ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 10 TO THE POINT OF CURVATURE; THENCE SOUTHWESTERLY 16.65 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 51.00 FEET, CONVEX EASTERLY TO THE POINT OF INTERSECTION WITH A LINE 32.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 10 IN THE AFORESAID HEIN'S SUBDIVISION; THENCE SOUTHERLY 86.92 FEET ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF LOT 9 IN SAID HEIN'S SUBDIVISION ALL IN COOK COUNTY, ILLINOIS.

PARCEL C:

LOTS 1 TO 10, INCLUSIVE (EXCEPT THAT PART OF SAID LOTS TAKEN FOR THE WIDENING OF WEST SULLIVAN STREET) IN ASSESSOR'S DIVISION OF LOT 5 IN BUTTERFIELD'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 AND IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL D:

THE NORTH 22.00 FEET OF LOTS 2 AND 3 AND THE 40-FOOT PUBLIC STREET ADJACENT TO LOTS 2 AND 3; EXCEPT THAT PART OF LOT 2, LYING WEST OF A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID LOT 2 THROUGH A POINT 109.75 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 2 IN OSCAR MAYER'S RESUBDIVISION OF VARIOUS LOTS AND VACATED ALLEYS IN VARIOUS SUBDIVISIONS IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1980 AS DOCUMENT 25677341 AND FILED NOVEMBER 21, 1980 AS LR3189994, IN COOK COUNTY, ILLINOIS.

ALSO

THE SOUTH 1/2 OF VACATED GOETHE STREET, LYING NORTH OF AND ADJOINING LOT 2 AND NORTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 3 A

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FHA Project No. 071-98021-YHA

ALL IN OSCAR MAYER'S RESUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL E:

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCELS A, B, C AND D, AS CREATED BY EASEMENT AGREEMENT DATED FEBRUARY 6, 1998 AND RECORDED APRIL 27, 1998 AS DOCUMENT 98334220 MADE BY AND BETWEEN MELK DEVELOPMENT/MCL SCOTT SEDGWICK, L.P. AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1983 KNOWN AS TRUST NUMBER 56090 TO USE THE VEHICLE PARKING AREAS AND RELATED DRIVEWAYS AND SIDEWALKS, LOCATED ON THE PARKING AREA FROM TIME TO TIME, AS DEFINED THEREIN AND DESCRIBED AS FOLLOWS:

THE SOUTH 18.00 FEET OF THE NORTH 159.00 FEET OF LOT 7 IN OSCAR MAYER'S RESUBDIVISION OF VARIOUS LOTS AND VACATED ALLEYS IN VARIOUS SUBDIVISIONS IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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11/20/18