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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/17/2020 01:40 PM PG: 1 OF 14

This document prepared by
and when recorded return to:

Crystal Maher
Senior Counsel
Office of Corporation Counsel
Finance and Economic Development Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

HOME PROGRAM REGULATORY AGREEMENT

41044537(11)

THIS REGULATORY AGREEMENT is effective as of this 16th day of January, 2020 (this "Regulatory Agreement"), by and among the City of Chicago, Illinois (the "City"), an Illinois municipal corporation, by and through its Department of Housing ("DOH"), with offices at 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Southbridge 4 Master Owner LLC, an Illinois limited liability company (the "Borrower") and Southbridge 1-4 Housing LLC, an Illinois limited liability company (the "Master Tenant").

WITNESSETH

WHEREAS, DOH is an executive department of the City established pursuant to the Municipal Code of Chicago, which supervises and coordinates the formulation and execution of projects and programs creating safe, decent and affordable housing for residents of the City; and

WHEREAS, the City has received from the United States Department of Housing and Urban Development ("HUD") an allocation of HOME Investment Partners Program ("HOME Program") grant funds, pursuant to the Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12721 et seq., as amended, supplemented and restated from time to time, which authorizes HUD to make funds available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, through, among other things, acquisition, new construction, reconstruction and rehabilitation; and

WHEREAS, the City intends to loan a sum (hereinafter referred to as the "Loan") of HOME Program funds to the Borrower for the purposes set forth below, and has requested that DOH administer the Loan; and

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WHEREAS, the Borrower will utilize the Loan proceeds in connection with the Project (as legally described on Exhibit A attached hereto and hereby made a part hereof and as further defined on Exhibit B attached hereto and hereby made a part hereof); and

WHEREAS, as a specific condition precedent to the Borrower receiving the Loan the Borrower and the Master Tenant have agreed to execute this Regulatory Agreement with the City governing the use of the Project;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Borrower and the City each agree as follows:

SECTION 1. DEFINITIONS AND INTERPRETATIONS.

Additional definitions on Exhibit B hereto are hereby incorporated in this Section 1 by reference.

The following terms shall have the respective meaning assigned to them in this Section 1 unless the context in which they are used clearly requires otherwise:

"1937 Act" shall mean the United States Housing Act of 1937, 42 U.S.C. Section 1437 et seq.

"Affirmative Marketing Plan" shall mean the affirmative marketing plan submitted by the Borrower and approved by DOH.

"Annual Owner's Certification" shall mean the annual AOC report from the Borrower in substantially the form set forth in Exhibit D attached hereto and hereby made a part hereof, as the same may be amended from time to time.

"Associated Person" shall mean any Person that includes the Borrower or those with whom the Borrower has or had family or business ties.

"Business Day" shall mean a day on which banks in the City of Chicago, Illinois are not authorized or required to remain closed and which shall not be a public holiday under the laws of the State or any ordinance or resolution of the City of Chicago, Illinois.

"CHA" shall mean the Chicago Housing Authority.

"CHA HAP Contract" shall mean that certain Housing Assistance Payment Contract dated as of the date hereof, between Borrower, Master Tenant and the CHA.

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"CHA RAD Use Agreement" shall mean that certain Rental Assistance Demonstration Use Agreement dated as of the date hereof among the Borrower, the Master Tenant, the CHA and HUD.

"CHA Right of First Refusal" shall mean that certain Right of First Refusal Agreement dated as of the date hereof among the Borrower, Master Tenant and the CHA.

"City" shall mean the City of Chicago, Illinois, an Illinois municipal corporation, and its successors and assigns.

"Completion Date" shall mean the date as of which (i) the necessary title transfer requirements and the construction and/or rehabilitation (as applicable) work have been performed as evidenced by a certificate of completion issued by DOH, (ii) the Project complies with the requirements of the HOME Regulations (including meeting the property standards set forth in 24 C.F.R. Section 92.251), (iii) the final disbursement of Loan proceeds derived from HOME Funds for the Project shall have been made, and (iv) the project completion information (except for beneficiary data) has been entered in the disbursement and information system established by HUD.

"DOH" shall mean the Department of Housing of the City, and any successor to said Department.

"Eligible Costs" shall mean those costs for which HOME Funds may be used to pay, as described in 24 C.F.R. Section 92.206.

"Eligible Tenants" shall mean households which qualify as Low-Income Families or as Very Low-Income Families upon initial occupancy and qualify as eligible tenants for the HOME Program pursuant to the National Affordable Housing Act and the HOME Regulations.

"Family" shall have the meaning assigned to such term in 24 C.F.R. Section 5.403.

"First Reporting Date" shall mean the first Reporting Date following completion of construction and/or rehabilitation (as applicable) of the Project.

"Foreclosure Date" shall mean the date of a Transfer.

"HOME Funds" shall mean the HOME Program funds awarded by HUD to the City under the National Affordable Housing Act.

"HOME Program" shall mean the HOME Program created under the National Affordable Housing Act.

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"HOME Regulations" shall mean 24 C.F.R. Part 92, and such additional regulations, orders, rulings, interpretations and directives for the HOME Program as may be promulgated or issued by HUD from time to time.

"HUD" shall mean the U.S. Department of Housing and Urban Development.

"Inspection Period" shall mean a period beginning on the date hereof and ending on the latest of (a) the Termination Date, or (b) the fifth anniversary of the Repayment Date.

"Last Reporting Date" shall mean the first Reporting Date following the end of the Project Term

"Loan Agreement" shall mean the Housing Loan Agreement, of even date herewith, between the City and the Borrower with respect to the Loan, as hereafter amended, supplemented and restated from time to time.

"Loan Documents" shall have the meaning given to such term in the Loan Agreement.

"Low-Income Families" shall mean and include Families whose annual income does not exceed 80 percent of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD. Notwithstanding the foregoing, HUD may establish an income ceiling that is higher or lower than 80 percent of the Chicago-area median income, and thereafter such income limit shall apply to this definition.

"Master Lease" shall mean that certain Master Lease Agreement dated as of the date hereof between the Borrower, as landlord, and Master Tenant, as tenant, with respect to the leasing of fifty-one (51) affordable housing units in the Project to the Master Tenant.

"Mortgage" shall mean that certain Junior Mortgage, Security Agreement and Financing Statement of even date herewith from the Borrower to the City, as hereafter supplemented, amended and restated from time to time.

"National Affordable Housing Act" shall mean the Cranston- Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12721 et seq.

"Persons" shall mean natural persons, firms, partnerships, associations, corporations, trusts and public bodies.

"Project Term" shall mean the number of years during which the Project must comply with this Regulatory Agreement. The Project Term shall begin on the date hereof and shall continue, except as provided in Sections 2.19, 2.20, 2.21, 6.2, 7.4, 7.6 and 16 hereof, through and including the Termination Date.

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"Regulatory Agreement" shall mean this Regulatory Agreement, as supplemented, amended and restated from time to time.

"Repayment Date" shall mean the date as of which the principal of and interest, if any, on the Loan and all other amounts due and payable to the City under the Loan Documents shall have been paid in full (or deemed by the City in its sole discretion to have been paid in full).

"Reporting Date" shall mean the date or dates which DOH indicates that annual reports from the Borrower shall be due in connection with the Project.

"State" shall mean the State of Illinois.

"Tenant Income Certification" shall have the meaning assigned to such term in Exhibit D hereto.

"Termination Date" shall mean the latest to occur of (a) the HUD Restrictions Termination Date, or (b) the Repayment Date.

"Transfer" shall mean the transfer of title to the Project (a) by foreclosure of the Senior Mortgage (or, if the City so elects, of the Mortgage), or (b) by an instrument in lieu of foreclosure of the Senior Mortgage (or, if the City so elects, of the Mortgage).

"Utilities" shall mean the monthly allowance for any utilities and services (excluding telephone) to be paid by the tenant.

"Very Low-Income Family" shall mean any Low-Income Family whose annual income does not exceed 50 percent of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD. Notwithstanding the foregoing, HUD may establish an income ceiling that is higher or lower than 50 percent of the Chicago-area median income, and thereafter such income limit shall apply to this definition.

"Violence Against Women Act (VAWA) Requirements" shall mean those requirements set forth in Exhibit H hereto.

Capitalized terms used herein and not otherwise defined herein shall have the same meanings given such terms in the Loan Agreement.

SECTION 2. BORROWER'S REPRESENTATIONS AND COVENANTS.

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The Borrower and/or the Master Tenant (here expressly stated) hereby represent, warrant, covenant and agree as follows each as to itself and not as to such other party:

2.1 The Borrower represents that the attached hereto as Exhibit C and hereby made a part hereof is a description of the use of the Loan proceeds, including the tasks to be performed, a Construction Schedule and a Project Budget. The Borrower shall use the Loan proceeds solely for Eligible Costs in connection with the Project. No Loan proceeds shall be used for activities described in 24 C.F.R. Section 92.214.

2.2 The Borrower represents that the Project shall be acquired, constructed and/or rehabilitated, as applicable, for the purpose of providing residential rental property, and the Borrower shall own, manage and operate the Project as residential rental units and facilities functionally related and incidental thereto.

2.3 The Borrower represents that each unit in the Project shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation (unless the Project qualifies as a single-room occupancy project or transitional housing for the homeless, in which case such unit(s) shall comply with all applicable requirements for such housing, including, but not limited to the HOME Regulations and the Municipal Code of the City of Chicago).

2.4 The Borrower and the Master Tenant shall ensure that none of the HOME Units shall at any time be used on a transient basis, and none of the HOME Units 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.

2.5 The Borrower and the Master Tenant represent that after completion of the construction and/or rehabilitation, as applicable, of the Project all of the HOME Units shall be occupied by Eligible Tenants. [92.252; 92.504(c)(3)(iv)]

2.6 The Borrower and the Master Tenant represent that all of the HOME Units shall be occupied by Eligible Tenants. If all of the HOME Units are not occupied by Eligible Tenants within six months following the Completion Date, the Borrower shall provide marketing information and a marketing plan to the City. If all of the HOME Units have not been occupied by Eligible Tenants 18 months after the Completion Date, the Borrower shall repay to the City all HOME Funds invested in the Project. Failure to comply with this Section 2.6 shall cause the Loan to become immediately due and payable in full by the Borrower to the City, regardless of any notice and cure provisions otherwise contained herein or in any of the other Loan Documents. [92.252]

2.7 The rents for all of the HOME Units shall not exceed the lesser of (a) the fair market rent for comparable units in the area as established by HUD under 24 C.F.R. Section 888.111, less Utilities or (b) 30 percent of the adjusted income of a Family whose gross income equals 60 percent of the median income for the Chicago area, with adjustment for the number of bedrooms

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in the unit (as determined by HUD), as such adjusted income and Chicago-area median income are determined from time to time by HUD, less Utilities (the "High HOME Rents"). Notwithstanding the foregoing, the City may establish an income ceiling higher or lower than 60 percent of the median income for the Chicago area (which shall not in any event exceed the maximum income ceiling permitted under the HOME Regulations) by notification to the Borrower and the Master Tenant, and thereafter such income ceiling shall apply. ['92.252(a)] If any High HOME Unit has also been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42), the rent charged for such High HOME Unit shall be governed by the more restrictive rent limit.

2.8 A minimum of 20 percent of the HOME Units (the "Very Low-Income Units") shall be either (a) occupied by Very Low-Income Families who pay not more than 30 percent of the Family's monthly adjusted income, as determined by HUD, for rent (excluding any federal or State rental subsidy provided on behalf of the Family) less Utilities; or (b) occupied by Very Low-Income Families and bearing rents not greater than 30 percent of the gross income of a Family whose income equals 50 percent of the median income for the Chicago area, adjusted for Family size, and as such monthly adjusted income and Chicago-area median income are determined from time to time by HUD, less Utilities (the "Low HOME Rents"). If such Very Low-Income Unit receives Federal or State project-based rental subsidy and is occupied by a Very Low-Income Family who pays as a contribution toward rent not more than 30 percent of the family's adjusted income, then the maximum rent for such Unit (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program. ['92.252(b)] If any HOME Unit has also been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42), the income limit for an Eligible Tenant in such Unit shall be governed by the more restrictive income limit.

If upon income recertification, a tenant household occupying a Very Low-Income Unit evidences income exceeding 50% of Chicago-area median income, but less than 80% of Chicago-area median income, such Very Low-Income Unit shall still be considered a Very Low-Income Unit, and the rent for such Unit shall remain restricted as provided in this Section 2.8 until another Family is identified whose income is below 50% of Chicago-area median income to fill the next available Unit. The Borrower and the Master Tenant shall maintain the number of HOME Units, including Very Low-Income Units, required hereunder at all times.

2.9 Sections 2.5 and 2.8 shall be deemed satisfied, despite a temporary noncompliance therewith, if the noncompliance is caused by increases in the incomes of existing tenants and if actions satisfactory to HUD are being taken to ensure that all vacancies are filled in accordance with this Regulatory Agreement until the noncompliance is corrected. ['92.252(i)(1)]

Tenants who no longer qualify as Low-Income Families due to an increase in income after initial occupancy which causes such Family's income to equal or exceed 80% of the Chicago-area median income (an "Over-Income Family") shall thereafter pay as rent the lesser of

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(i) the maximum amount payable by the tenant under State or local law, or (ii) 30 percent of the Over-Income Family's adjusted monthly income as recertified annually. If any HOME Unit which is occupied by an Over-Income Family has been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42), the rent charged for such Unit shall be governed by the provisions of Section 42. The Borrower and Master Tenant shall, at all times, cause the Units in the Project to comply with all guidance from HUD regarding any combination of a HOME Unit with any Unit which has been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42), including but not limited to any and all rules regarding rent and income with respect to Over-Income Families and the leasing of the next available Unit. No Over-Income Family who occupies a HOME Unit designated on Exhibit B hereof as a Fixed HOME Unit pursuant to Section 92.252(j) of the HOME Regulations, if any, shall be required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood of the Project. [92.252(i)(2)]

2.10 The rents described in Sections 2.7 and 2.8 as prepared by the Borrower and Master Tenant shall be subject to review and approval by DOH annually and shall be less than the maximum amount(s) provided by DOH annually to the Borrower and the Master Tenant for the Project. The amount(s) proposed by the Borrower and the Master Tenant as Utilities shall also be subject to the annual review and approval of DOH. The Borrower and the Master Tenant shall not increase rents for the HOME Units of the Project during any year during the Project Term until Borrower and the Master Tenant submit a rent increase approval request, in the form attached hereto as Schedule III of Exhibit B, to DOH and receives DOH's approval of such rent increase. [92.252(f)]

2.11 Any of the HOME Units which, at any time during the Project Term, qualify as single-room occupancy units pursuant to the HOME Regulations, shall comply with the additional rent restrictions applicable pursuant to Section 92.252(c) of the HOME Regulations.

2.12 In addition to the requirements of Section 2.8 hereof, 100 percent of the HOME Units shall, at all times during the Project Term, be occupied by Families whose adjusted annual incomes at initial occupancy do not exceed 60 percent of the median Family income for the Chicago area, as determined by HUD ("60% Families"). Notwithstanding the foregoing, HUD or the City may establish an income ceiling higher or lower than 60 percent of the median income for the Chicago area in accordance with 24 C.F.R. Section 92.216, and thereafter such income ceiling shall apply. [92.216] If any HOME Unit has also been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42), the income limit for an Eligible Tenant in such Unit shall be governed by the more restrictive income limit.

2.13 The Borrower and the Master Tenant shall not refuse to lease any unit of the Project to a holder of a voucher or certificate of eligibility under Section 8 of the 1937 Act or under 24 C.F.R. Part 982, or of a comparable document evidencing participation in a HOME Program

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tenant-based rental assistance program because of the status of the prospective tenant as a holder of such voucher, certificate or comparable HOME Program tenant-based assistance document.

2.14 All tenant leases for the HOME Units shall be written, shall be in conformity with all applicable laws, including without limitation the City of Chicago Residential Landlord and Tenant Ordinance and the HOME Regulations, and shall contain clauses, *inter alia*, wherein each individual lessee: (i) certifies the accuracy of the statements made in the Tenant Income Certification and (ii) agrees that the Family income and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy, that he/she will comply with all requests for information with respect thereto from the Borrower, the Master Tenant, the City or HUD, and that the failure to provide accurate information in the Tenant Income Certification or refusal to comply with a request for information with respect thereto shall be deemed a substantial violation of an obligation of his/her tenancy.

2.15 All leases for the HOME Units shall be for a period of not less than one year, unless by mutual agreement of the tenant and the Borrower or the Master Tenant. Notwithstanding the foregoing, rents will not be set more than one year in advance. Leases for HOME Units shall not contain any of the following provisions:

- (a) agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower or the Master Tenant in a lawsuit brought in connection with the lease;
- (b) agreement by the tenant that the Borrower or the Master Tenant may take, hold or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties (this prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit; the Borrower or the Master Tenant may dispose of this personal property in accordance with applicable local and State law);
- (c) agreement by the tenant not to hold the Borrower or the Master Tenant or the Borrower's or the Master Tenant's agents legally responsible for any action or failure to act, whether intentional or negligent;
- (d) agreement by the tenant that the Borrower or the Master Tenant may institute a lawsuit without notice to the tenant;
- (e) agreement by the tenant that the Borrower or the Master Tenant may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties;
- (f) agreement by the tenant to waive any right to a trial by jury;

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- (g) agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
- (h) agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower or the Master Tenant against the tenant (provided, however, that the tenant may be obligated to pay costs if the tenant loses);
- (i) agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered; [92.253(a) and (b)] or
- (j) agreement by the tenant to waive any occupancy rights tenant has as set forth in the VAWA Requirements.

2.16 The Borrower and the Master Tenant shall not terminate the tenancy or refuse to renew the lease of a tenant of a HOME Unit in violation of the occupancy rights tenant has as set forth in the VAWA Requirements, except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, State or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause shall not include an increase in the tenant's income or refusal of the tenant to purchase the housing, or an incident of actual or threatened domestic violence, dating violence, sexual assault or stalking as described in the VAWA Requirements. To terminate or refuse to renew tenancy, the Borrower and the Master Tenant must serve written notice upon the tenant specifying the grounds for the action at least 30 days prior to the termination of tenancy. The Borrower and the Master Tenant shall also comply with all local, county or State law regarding tenant protections. [92.253(c)]

2.17 Any increase in rent of a HOME Unit shall be subject to the provisions of outstanding leases. Where the leases allow an increase in rent, the Borrower and the Master Tenant shall provide tenants with not less than 30 days' prior written notice before implementing any increase in rents. [92.252(f)(3)]

2.18 All tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Borrower and the Master Tenant which is unrelated to the Project, shall be maintained, as required by the City, in a reasonable condition for proper audit and shall be subject to examination during business hours by representatives of the City. If the Borrower employs a management agent for the Project, the Borrower shall require such agent to comply with the requirements of this Regulatory Agreement and shall include such requirements in any and all management agreements or contracts entered into with respect to the Project.

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2.19 (a) The Borrower and the Master Tenant shall maintain records evidencing compliance with all the requirements of the HOME Program for all HOME Units; such records shall be maintained for the Inspection Period.

(b) Subject to Section 6.2 hereof, this Section shall survive beyond the Termination Date.

2.20 The Borrower and the Master Tenant shall obtain and maintain on file during the Project Term a sworn and notarized Tenant Income Certification with respect to each and every individual, group of unrelated individuals or Family who is a tenant in a HOME Unit, signed by the tenant or tenants (i.e., the individual or individuals whose name or names appear on the lease) and obtained by the Borrower and the Master Tenant (a) prior to such tenant or tenants occupying the unit or signing a lease with respect thereto, and (b) thereafter at least annually so long as such individual, individuals or Family remain as tenants in a HOME Unit. The first Tenant Income Certification obtained from any tenant shall have attached thereto copies of source documentation (e.g., wage statements, interest statements and unemployment compensation statements) for such tenant's income for a period of at least two months (the "Source Documentation"). Each Tenant Income Certification shall be kept on file with the Borrower during the Inspection Period, subject to Section 6.2 hereof, this covenant shall survive beyond the Termination Date. The Borrower and the Master Tenant shall assist each of the tenants in a HOME Unit in completing the Tenant Income Certification if necessary. If the Borrower or the Master Tenant shall become aware of evidence that any Tenant Income Certification failed to state completely and accurately information about the Family size or income of the applicable tenants, the Borrower or the Master Tenant shall examine Source Documentation for such tenants. If the HUD Restrictions Termination Date is not less than 10 years after the Completion Date, the Borrower or the Master Tenant shall examine, during the sixth year following the Completion Date and every sixth year thereafter during the Project Term, Source Documentation evidencing annual income for each tenant in any HOME Unit. [92.252(h)]

2.21 The Borrower and the Master Tenant agree that they will each take any and all actions required by the City to substantiate the Borrower's and the Master Tenant's compliance with the restrictions set forth herein, including, but not limited to, submitting to the City an Annual Owner's Certification executed by the Borrower, commencing on the First Reporting Date and on each Reporting Date thereafter through and including the Last Reporting Date. Subject to Section 6.2 hereof, this covenant shall survive beyond the Termination Date.

2.22 The Borrower and the Master Tenant shall provide to the City a tenant profile (in the form provided to the Borrower or the Master Tenant by DOH) for each Low-Income Family for each HOME Unit within 30 days after such unit is leased to such tenant(s) (or, for units occupied by Low-Income Families as of the date hereof, within 30 days from the date hereof). For each HOME Unit, promptly after the first leasing of such unit after the Completion Date, the Borrower or the Master Tenant shall provide the City, unless prohibited by law, with data on the

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racial, ethnic, gender and income-level characteristics (including gender identification of the head(s) of household) of (a) the tenants, if any, occupying such unit before rehabilitation, (b) the tenants moving into such unit initially after completion of construction and/or rehabilitation, as applicable, of the Project, and (c) the applicants for tenancy of such unit within 90 days following the Completion Date. For each subsequent leasing of the unit, the Borrower or the Master Tenant shall provide the City, unless prohibited by law, with data on the racial, ethnic, gender and income-level characteristics (including gender identification of the head(s) of household) of each tenant moving into the unit. [92.508(a)(7)(A)]

2.23 The Borrower and the Master Tenant shall notify the City of the occurrence of any event of which the Borrower has notice and which event would violate any of the provisions of this Regulatory Agreement.

2.24 For every HOME Unit, the Borrower and the Master Tenant shall comply with affirmative marketing requirements established by DOH from time to time, including the following:

- (a) based on the Affirmative Marketing Plan, advertise in pre-identified commercial media, contact pre-identified places of worship, employment centers, community groups, fair housing groups, housing counseling agencies and other agencies, and undertake other means to inform targeted groups of the availability of such HOME Units;
- (b) display conspicuously HUD's fair housing poster wherever rentals and showings of such units take place;
- (c) provide DOH upon request with an Annual Owner's Certification describing the Borrower's and the Master Tenant's affirmative marketing activities with respect to the HOME Units, including a description of the Borrower's and the Master Tenant's outreach efforts (including copies of all advertisements and brochures) and, unless prohibited by law, a record of the racial/ethnic/gender characteristics of all individuals who look at HOME Units, those who apply for leases for such units, and those who actually sign such leases; and
- (d) maintain records of affirmative marketing efforts with respect to the leasing or re-leasing of each such unit to be made available for review by DOH for a period equal to the Project Term.

2.25 The Borrower and the Master tenant have submitted to the City a tenant selection plan which fully complies with Section 92.253(d) of the HOME Regulations and will implement such tenant selection plan to the satisfaction of the City in its sole discretion throughout the Project Term. Any limitation or preference in tenant selection for a particular segment of the

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population must be specifically approved by the City, and must not violate nondiscrimination requirements in Section 92.350 of the HOME Regulations. Such limitation or preference does not violate this Section 2.25 if the Project receives funding from a federal program that limits eligibility to a particular segment of the population, and the limit or preference is tailored to serve that segment of the population, expressly provided that such limitation or preference does not violate other State or local applicable law, including but not limited to the Chicago Human Rights Ordinance, Chapter 2-160 of the Municipal Code of Chicago, the Chicago Fair Housing Ordinance, Section 5-8-010 et seq. of the Municipal Code of Chicago, the Cook County Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/ et seq.

2.26 No Person in the United States shall on the grounds of race, color, national origin, sex, religion, familial status, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination in connection with the Project. In addition, the Borrower and the Master Tenant shall cause the Project to comply at all times with the Chicago Fair Housing Ordinance, Section 5-8-010 et seq. of the Municipal Code of Chicago.

2.27 The Borrower and the Master Tenant hereby acknowledge and affirm that they have reviewed the provisions of, and that the Project shall during the Project Term be in compliance with, each of the following applicable provisions of 24 C.F.R. Part 5, including but not limited to Section 5.105 with respect to nondiscrimination and equal opportunity: (1) The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

To ensure equal access to HUD-assisted housing in compliance with 24 C.F.R. Part 5, the Borrower and the Master Tenant further specifically acknowledges and agrees that (i) housing in the Project shall be made available without regard to actual or perceived sexual orientation,

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gender identity, or marital status; and (ii) the Borrower, the Master Tenant and any management agent employed by the Borrower in connection with the Project may not inquire about the sexual orientation or gender identity of an applicant for, or occupant of, housing in the Project, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled. [92.350]

2.28 The Borrower shall take all reasonable steps to minimize the displacement of Families, individuals, businesses, not-for-profit organizations and farms (herein for the purposes of this paragraph collectively called "People") as a result of the Project. If displacement of People does occur as a result of the Project, the Borrower shall comply with the requirements of 24 C.F.R. Section 92.353, with respect to, among other things, temporary and permanent relocation of displaced People. The Borrower shall provide or cause all "displaced persons" (as defined in 24 C.F.R. Section 92.353(d)(2)) to be provided with relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), 42 U.S.C. Section 4201-4655, and 49 C.F.R. Part 24, and shall cause all such "displaced persons" to be advised of their rights under the Fair Housing Act, 40 U.S.C. Section 3601 *et seq.* [92.353]

2.29 The acquisition of the real property on which the Project is located is subject to the requirements of the URA and the requirements of 49 C.F.R. Part 24, Subpart B. [92.353(f)]

2.30 The Project shall constitute HUD-associated housing for purposes of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4821 *et seq.*), and comply with the requirements thereof and of 40 C.F.R. Part 745, Subpart E, and of 24 C.F.R. Part 35 and 24 C.F.R. Section 982.401(j) (except Section 982.401(j)(1)(i)), including without limitation the requirements of notice to tenants, prohibition of the use of lead-based paint and for the elimination of the hazards of lead-based paint. Any lead-based paint and defective paint debris shall be disposed of in accordance with applicable federal, State or local requirements. [92.355]

2.31 The Borrower and the Master Tenant have not executed and shall not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith, excluding the CHA HAP Contract and the CHA RAD Use Agreement.

2.32 The Borrower and the Master Tenant shall, at all times during the Project Term, comply with the property standards provisions of Section 92.251 of the HOME Regulations to

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the satisfaction of the City in its sole discretion, including without limitation, the installation of permanent broadband infrastructure that meets the definition of “advanced telecommunications capability.” Following completion of construction and/or rehabilitation, as applicable, of the Project and throughout the Project Term, all of the units in the Project shall be suitable for occupancy and the Borrower shall keep the Project in compliance with (a) the Multi-Unit Rehabilitation Construction Guidelines of DOH, (b) the accessibility requirements at 24 C.F.R. Part 8 which implement Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. '794, (c) the design and construction requirements at 24 C.F.R. '100.205 which implement the Fair Housing Act, 42 U.S.C. '3601-19, and (d) all applicable local codes, including but not limited to the City of Chicago Building Code, rehabilitation standards, ordinances and zoning ordinances. [92.251]

2.33 The Borrower shall not request disbursement of HOME Funds until the HOME Funds are needed to pay for Eligible Costs of the Project. The amount of each such request shall not exceed the amount needed. [92.504(c)(viii)]

2.34 The Borrower and the Master Tenant shall fully comply with the provisions regarding faith-based activities in Section 92.257 of the HOME Regulations to the satisfaction of the City in its sole discretion.

2.35 (a) No individual who is an employee, agent, consultant, officer or elected or appointed official of the City (and no individual who was an employee, agent, consultant, officer or elected or appointed official within one year prior to the date hereof) and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME Funds or who is or was in a position to participate in a decision-making process or gain inside information with regard to such activities, has obtained, is obtaining or will obtain a financial interest or financial benefit from the Project, or has or will have any interest in any contract, subcontract or agreement with respect to the Project, or the proceeds thereunder, either for themselves or for those with whom they have business or immediate family ties. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

(b) No individual who is an officer, employee, agent, consultant or elected or appointed official of the Borrower or the Master Tenant shall occupy a residential unit in the Project, unless otherwise permitted by Section 92.356 of the HOME Regulations, as determined by the City in its sole discretion.

2.36 Except as otherwise disclosed to the City in writing, all of the statements, representations and warranties of the Borrower contained in (i) the Borrower's application for the Loan, and (ii) any other document submitted by the Borrower to the City in connection with the Project remain true and in effect as of the date hereof.

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2.37 The Borrower agrees that it will pay any reasonable fee which the City may hereafter assess in its sole discretion to underwrite the costs of monitoring activities performed by the City in connection with the Project. The Borrower further agrees that it shall not impose any fee prohibited by Section 92.214(b) of the HOME Regulations, as determined by the City in its sole discretion, including, but not limited to fees to Low-Income Families for construction management or for inspections for compliance with property standards. Nothing in this Section shall prohibit the Borrower from charging (i) prospective Tenants reasonable applications fees (as determined by the City in its sole discretion), (ii) parking fees, but only if such fees are customary for rental housing projects in the neighborhood (as determined by the City in its sole discretion), and/or (iii) fees for services such as bus transportation or meals, as long as the services are voluntary and fees are charged solely for services provided and are approved by the City in its sole discretion. [92.214(b)]

2.38 No individual providing consultant services in an employer-employee type relationship with the Borrower or the Master Tenant shall be compensated in excess of the limits specified in 24 C.F.R. Section 92.358.

2.39 Additional representations and covenants of the Borrower and the Master Tenant contained on Exhibit B hereto and the VAWA Requirements of Exhibit H hereto are hereby incorporated herein by reference.

SECTION 3. AGREEMENT TO PROVIDE LOAN, START CONSTRUCTION.

The City agrees to provide the Loan to the Borrower in accordance with the terms and conditions of the Loan Agreement, for the purposes within the time frame described on Exhibit C hereto. The Borrower agrees to start construction on the Project within 12 months from the date hereof, and to complete the Project to the satisfaction of the City within 4 years from the date hereof. If, for any reason, the Borrower has not commenced construction on the Project within 6 months from the date hereof, the Borrower shall notify the City and explain the reason for such delay. If, for any reason after the commencement of construction on the Project the progress of construction on the Project is delayed by 30 days variance from the construction schedule attached hereto as a part of Exhibit C hereof, the Borrower shall notify the City and explain the reason for such delay.

SECTION 4. RELIANCE.

The City and the Borrower hereby recognize and agree that the representations and covenants set forth herein made by the City and the Borrower, respectively, may be relied upon by the Borrower and the City, respectively. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Borrower and Eligible Tenants and upon audits of the books and records of the Borrower pertaining to occupancy of the Project. In

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addition, the City may consult with counsel and the opinion of such counsel shall be evidence that such action or failure to act by the City was in good faith and in conformity with such opinion. The City and the Borrower agree that it is the Borrower's responsibility to determine that each potential tenant in a HOME Unit qualifies as an Eligible Tenant. In making each such determination, the Borrower shall exercise due diligence.

SECTION 5. SALE OR TRANSFER OF THE PROJECT.

The Borrower hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project, or any portion thereof (including, without limitation, a transfer by assignment of any beneficial interest under a land trust), or to violate any provision of the Mortgage relating to prohibitions on sales or transfers of the Project or any interest therein (whether or not the Mortgage remains of record), at any time during the Project Term, except as contemplated by the CHA Right of First Refusal or as expressly permitted by the City. The Borrower hereby agrees and covenants that no portion of any building to which this Regulatory Agreement applies shall be transferred to any Person unless all of such building is transferred to such Person. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this Section 5 shall be null, void and without effect, shall cause a reversion of title to the Borrower or any successor or assignee of the Borrower last permitted by the City, and shall be ineffective to relieve the Borrower or such successor or assignee, as applicable, of its obligations hereunder.

SECTION 6. TERM.

6.1 This Regulatory Agreement shall become effective as of the date hereof. Subject to Sections 2.19, 2.20, 2.21, 6.2, 7.4, 7.6 and 16 hereof, this Regulatory Agreement shall remain in full force and effect for a term equal to the Project Term, it being expressly agreed and understood that the provisions hereof are intended to survive throughout the Project Term.

6.2 (a) Subject to the terms of Sections 6.2(b) and 7.4 hereof and before the HUD Restrictions Termination Date, the terms and provisions of this Regulatory Agreement shall cease to be enforceable as of a Foreclosure Date provided that the Transfer on the Foreclosure Date shall:

- (1) recognize any contractual or legal rights of public agencies, nonprofit sponsors or others to take actions that would avoid termination of low-income affordability of the Project, and

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- (2) not be for the purpose of avoiding low-income affordability restrictions pertaining to the Project, as determined by HUD.

(b) If at any time following the occurrence of a cessation of enforceability of the terms and provisions of this Regulatory Agreement pursuant to Section 6.2(a) hereof, but not later than the HUD Restrictions Termination Date, the Borrower or any Associated Person obtains an ownership interest in the Project, the terms and provisions of this Regulatory Agreement shall again be enforceable as of the date the Borrower or any Associated Person obtains such interest.

It is expressly acknowledged by the Borrower that should this Regulatory Agreement cease to be enforceable under this Section 6.2, that this Regulatory Agreement's provisions nevertheless remain in place until the HUD Restrictions Termination Date for the specific purpose of maintaining the ability for the restrictions herein to "spring back to life" if such restrictions are required to be reimposed on the Project pursuant to the HOME Regulations.

SECTION 7. ENFORCEMENT.

7.1 Subject to Section 7.6 hereof, if a violation of any of the foregoing representations or covenants occurs or is attempted, and such occurrence or attempt is uncorrected for a period of 30 days after notice thereof from the City to the Borrower and the Master Tenant (provided, however, that if any such occurrence or attempt cannot reasonably be cured within said 30-day period and if the Borrower or the Master Tenant shall have commenced to cure such occurrence or attempt within said 30-day period and shall thereafter continue diligently to effect such cure, then said 30-day period shall be extended to 60 days upon written request from the Borrower or the Master Tenant to the City delivered during such 30-day period, and upon further written request from the Borrower or the Master Tenant to the City delivered during such 60-day period, said 60-day period shall be extended to 90 days; provided further, however, that the City shall not be precluded during any such periods from exercising any remedies hereunder if the City shall receive a request or notice from HUD to do so or if the City shall determine that the continuation of such uncorrected occurrence or attempt shall result in any liability by the City to HUD), the City and its successors and assigns, without regard to whether the City or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by the Borrower or the Master Tenant of its obligations hereunder, or may declare an event of default under the Loan Documents and exercise its rights thereunder, including without limitation foreclosure under the Mortgage. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recovery for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time.

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7.2 If the Borrower or the Master Tenant fails to maintain the affordability requirements imposed hereunder, or otherwise takes any action which causes HUD to require repayment of the HOME Funds invested in the Project by the City, the Borrower shall repay, as a recourse obligation of the Borrower, to the City upon demand the full amount of the HOME Loan as an immediate repayment of the Loan. ['92.205, '92.503, '92.504]

7.3 All fees, costs and expenses of the City incurred in taking any action pursuant to this Section 7 shall be the sole responsibility of the Borrower.

7.4 The Borrower and the City each acknowledge that a primary purpose of requiring the Borrower to comply with the restrictions provided in this Regulatory Agreement is to assure compliance of the Project and the Borrower with the provisions of the National Affordable Housing Act and the HOME Regulations.

7.5 The Borrower further specifically acknowledges that the beneficiaries of the Borrower's obligations hereunder cannot be adequately compensated by monetary damages in the event of any breach or violation of any of the foregoing representations or covenants.

7.6 The City shall provide written notice to the Borrower and the Master Tenant if the City (a) does not receive from the Borrower an Annual Owner's Certification when due, (b) is not permitted to inspect, as provided in Section 1.6 hereof, the records maintained by the Borrower pursuant to Section 2.19 hereof, or (c) discovers by inspection, review or in some other manner that the Project is not in compliance with the provisions of this Regulatory Agreement, of the National Affordable Housing Act or the HOME Regulations. Subject to Section 6.2 hereof, this Section 7.6 shall survive beyond the Termination Date.

SECTION 8. RECORDING AND FILING.

The Borrower shall cause this Regulatory Agreement and all amendments and supplements hereto to be recorded and filed in the conveyance and real property records of the county in which the Project is located and in such other places as the City may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Borrower shall immediately transmit to the City an executed original of this Regulatory Agreement showing the date and recording number of record.

SECTION 9. COVENANTS TO RUN WITH THE LEASEHOLD INTEREST IN THE LAND.

The Borrower hereby subjects the entire Project, and the Borrower and the Master Tenant hereby subject those units in the Project that are subject to the Master Lease, to the covenants,

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reservations and restrictions set forth in this Regulatory Agreement. The City, the Borrower and the Master Tenant hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall, throughout the Project Term, be deemed covenants, reservations and restrictions running with the leasehold interest in the land and fee interest in the improvements, to the extent permitted by law, and shall pass to and be binding upon the Borrower's and the Master Tenant's successors in title to the Project throughout the Project Term, subject to Section 6.2 hereof. The Borrower and the Master Tenant (each as to itself and not as to the other party) hereby covenant to include the requirements and restrictions contained in this Regulatory Agreement in any documents transferring any interest in the Project to another Person in order that such transferee has notice of, and is bound by, such restrictions, and to obtain from any transferee the agreement to be bound by and comply with the requirements set forth in this Regulatory Agreement; provided, however, that each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein (including, without limitation, any transfer of a beneficial interest in a land trust or a portion thereof) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

SECTION 10. GOVERNING LAW.

This Regulatory Agreement shall be construed in accordance with and governed by the internal laws of the State without regard to its conflict of laws principles, and, where applicable, the laws of the United States of America. In the event of any conflict between this Regulatory Agreement and the National Affordable Housing Act, or the HOME Regulations, the requirements of the National Affordable Housing Act, or the HOME Regulations as applicable, shall control.

SECTION 11. AMENDMENTS.

This Regulatory Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the county in which the Project is located. The Borrower and the Master Tenant hereby expressly agrees to enter into all amendments hereto which, in the opinion of the City, are reasonably necessary for maintaining compliance under the National Affordable Housing Act, and the HOME Regulations.

SECTION 12. NOTICE.

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Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by email, telex, telegram or telecopy; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested.

IF TO CITY: City of Chicago, Illinois
c/o Department of Housing
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

WITH COPIES TO: Department of Finance
City of Chicago
121 North LaSalle Street, Suite 700
Chicago, Illinois 60602
Attention: Comptroller

and

Office of the Corporation Counsel
City Hall, Room 600
121 North LaSalle Street
Chicago Illinois 60602
Attention: Finance and Economic
Development Division

IF TO BORROWER: As specified on Exhibit B hereto.

IF TO MASTER TENANT: As specified on Exhibit B hereto.

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the Business Day immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (d) above shall be deemed received two Business Days following deposit in the mail.

SECTION 13. SEVERABILITY.

If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

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SECTION 14. COUNTERPARTS.

This Regulatory Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same Regulatory Agreement.

SECTION 15. EFFECTIVE DATE.

This Regulatory Agreement shall be deemed to be in effect as of the date first set forth above.

SECTION 16. RIGHT TO INSPECT.

Subject to Section 6.2 hereof and upon 30 days' prior notice to the Borrower or the Master Tenant, the Borrower or the Master Tenant (with respect to those units in the Project that are subject to the Master Lease) shall permit, and shall cause any management agent for the Project to permit, the City, HUD and/or the Comptroller General of the United States to inspect the Project at all reasonable times and access thereto shall be permitted for that purpose. At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, the Borrower or the Master Tenant shall make available to the City, HUD and/or representatives of the Comptroller General of the United States all of its records with respect to matters covered by this Regulatory Agreement. The Borrower and the Master Tenant shall permit, and shall cause any management agent for the Project to permit, the City, HUD and/or representatives of the Comptroller General of the United States to audit, examine and make excerpts or transcripts from such records, and to make copies of records relating to personnel, conditions of employment and other data covered by this Regulatory Agreement.

SECTION 17. NO THIRDPARTY BENEFITS.

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This Regulatory Agreement is made for the sole benefit of the City, the Borrower, the Master Tenant and their respective successors and assigns and, except as otherwise expressly provided herein, no other party shall have any legal interest of any kind hereunder or by reason of this Regulatory Agreement. Whether or not the City elects to employ any or all of the rights, powers or remedies available to it hereunder, the City shall have no obligation or liability of any kind to any third party by reason of this Regulatory Agreement or any of the City's actions or omissions pursuant hereto or otherwise in connection herewith.

SECTION 18. REFERENCES TO STATUTES, ETC.

All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices and circulars.

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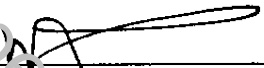
4% TRANSACTION

MASTER OWNER:

SOUTHBRIDGE 4 MASTER OWNER LLC, an Illinois limited liability company

By: Ickes Master Developer JV, LLC, its sole member

By: The Community Builders, Inc.,
d/b/a TCB NFP Illinois, Inc.
a Massachusetts not-for-profit corporation
its managing member

By: 
Name: William Woodley
Title: Authorized Agent

Date: December 11, 2019

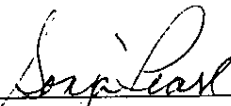
NOTARY CERTIFICATION

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do certify that William Woodley, personally known to me to be the Authorized Agent of The Community Builders, Inc., the managing member of Ickes Master Developer JV, LLC, (the "Managing Member"), the sole and managing member of Southbridge 4 Master Owner LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Authorized Agent, s/he signed and delivered the said instrument, pursuant to authority given by the members of the Managing Member as the free and voluntary act of such person, and as the free and voluntary act and deed of the Managing Member and Southbridge 4 Master Owner LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 11 day of December, 2019.





Notary Public

My Commission Expires 4-29-22

(SEAL)

[MASTER TENANT EXECUTION ON FOLLOWING PAGE]

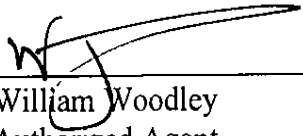
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MASTER TENANT:

SOUTHBRIDGE 1-4 HOUSING LLC

By: **SOUTHBRIDGE 1 HOUSING MM LLC,**
an Illinois limited liability company
Its managing member

By: 
Name: William Woodley
Title: Authorized Agent

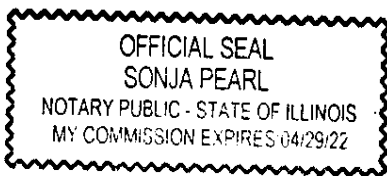
Date: December 11, 2019

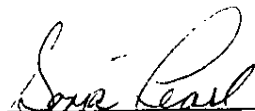
NOTARY CERTIFICATION

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that William Woodley personally known to me to be an authorized agent of Southbridge 1 Housing MM LLC, an Illinois limited liability company (the "Managing Member") and the managing member of Southbridge 1-4 Housing LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such authorized agent, he signed and delivered the said instrument, as an authorized representative of the Managing Member, as the free and voluntary act of such person, and as the free and voluntary act and deed of the Managing Member and Southbridge 1-4 Housing LLC, for the uses and purposes therein set forth.

Given under my hand and official seal this the 11 day of December, 2019.





Notary Public

My commission expires on:

4.29.22

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EXHIBIT A
LEGAL DESCRIPTION

See attached pages.

Property of Cook County Clerk's Office

COOK COUNTY
RECORDS & CLERK

COOK COUNTY
RECORDS & CLERK

COOK COUNTY
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COOK COUNTY
RECORDS & CLERK

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EXHIBIT A

LEGAL DESCRIPTION FOR SOUTHBRIDGE PHASE 1A

PARCEL 1:

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE GROUND LEASE, EXECUTED BY CHICAGO HOUSING AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, AS LANDLORD, AND TCB DEVELOPMENT SERVICES LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS TENANT, DATED AS OF JANUARY 16, 2020, WHICH LEASE WAS RECORDED JANUARY 17, 2020, AS DOCUMENT NUMBER 2001719057 ASSIGNED BY THE ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE, DATED AS OF JANUARY 16, 2020, BETWEEN SAID TCB DEVELOPMENT SERVICES LLC, AND SOUTHBRIDGE 4 MASTER OWNER LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, WHICH ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF GROUND LEASE WAS RECORDED JANUARY 17, 2020, AS DOCUMENT NUMBER 2001719058 WHICH LEASE DEMISES THE FOLLOWING DESCRIBED PROPERTY FOR A TERM OF 99 YEARS ENDING JANUARY 15, 2119:

THAT PART OF LOTS 1 THROUGH 12 (BOTH INCLUSIVE), THAT PART OF LOTS 40 THROUGH 46 (BOTH INCLUSIVE), AND THAT PART OF THE NORTH-SOUTH 15 FOOT WIDE PUBLIC ALLEY VACATED PER DOCUMENT NUMBER 15805877, RECORDED JANUARY 6, 1954, ALL IN BLOCK 10, IN UHLICH AND MUHLKE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST HALF OF THE NORTH-EAST QUARTER (EXCEPT THE SOUTH HALF OF THE SOUTH HALF THEREOF) IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 01 DEGREES 31 MINUTES 56 SECONDS EAST, ALONG AN ASSUMED BEARING, BEING THE EAST LINE OF SAID LOTS 1 THROUGH 12, ALSO BEING THE WEST LINE OF STATE STREET, 289.70 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 48 SECONDS WEST 116.21 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 56 SECONDS WEST 74.55 FEET; THENCE SOUTH 58 DEGREES 28 MINUTES 04 SECONDS WEST 35.00 FEET; THENCE NORTH 01 DEGREE 31 MINUTES 56 SECONDS WEST 151.00 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 04 SECONDS EAST 37.00 FEET; THENCE NORTH 01 DEGREE 31 MINUTES 56 SECONDS WEST 64.15 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE NORTH 88 DEGREES 29 MINUTES 48 SECONDS EAST ALONG SAID NORTH LINE, ALSO BEING THE SOUTH LINE OF W. 23RD STREET 114.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, THEREON.

PARCEL 2:

FEE SIMPLE TITLE TO ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASE, ON THE LEASEHOLD ESTATE HEREINABOVE DESCRIBED AS PARCEL 1.

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SAID PARCEL CONTAINS 38,823 SQUARE FEET OR 0.891 ACRES, MORE OR LESS.

Common Addresses: 2302-2322 S. State Street, Chicago IL 60616
Residential Address: 2310 S. State Street, Chicago IL 60616
Retail Addresses: 2302 S. State Street, Chicago IL 60616;
2306 S. State Street, Chicago IL 60616;
2318 S. State Street, Chicago IL 60616;
2322 S. State Street, Chicago IL 60616

PROPERTY PINS

Property Pins: 17-28-218-028 (affects part of the land and other property);
17-28-218-029 (affects part of the land and other property); and
17-28-218-030 (affects part of the land and other property)

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EXHIBIT B

I. ADDITIONAL DEFINITIONS

"Davis-Bacon Act" shall mean 40 U.S.C. Section 276a et seq.

"HOME Units" shall mean the fourteen (14) units in the Project financed with HOME Funds and required to comply with the National Affordable Housing Act and the HOME Regulations.

"Housing Act Section 3" shall mean Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. Section 1701u.

"HUD Restrictions Termination Date" shall mean the twentieth (20th) anniversary of the Completion Date.

"Loan" shall mean a loan by the City to the Borrower in the principal amount of Two Million Three Hundred Forty Thousand Four Hundred Thirty-Five and No/100 Dollars (\$2,340,435) for financing a portion of the costs of construction of the Project.

"Project" shall mean the mixed-use building to be located at 2310 South State Street, Chicago, Illinois, and which shall contain, as of the completion of construction thereof, one hundred three (103) multi-family residential dwelling units, of which fourteen (14) shall be HOME Units, and approximately 10,000 square feet of ground floor retail space and parking spaces.

"Section 3 Regulations" shall mean 24 C.F.R. Part 135, and such additional regulations, orders, rulings, interpretations and directives in connection with Housing Act Section 3 as may be promulgated or issued by HUD from time to time.

"Senior Lender" shall mean collectively:

- (i) Citibank, N.A., located at 1225 17th Street, Suite 2102, Denver Colorado 80202, and its successors and assigns, with respect to a \$25,895,321 construction loan to the Borrower made by the Illinois Housing Development Authority ("IHDA") using proceeds of a funding loan made by Citibank, N.A., to IHDA and assigned by IHDA to Citibank, N.A., as security for its funding loan which is anticipated to be reduced to \$8,100,000 upon conversion to a permanent loan (the "Citibank Loan");
- (ii) Illinois Housing Development Authority ("IHDA"), located at 111 East Wacker Drive, Suite 1000, Chicago, Illinois 60601, and its successor and assigns, with respect to a \$8,100,000 permanent loan to the Borrower to be made using proceeds of refunding bonds purchased by Citibank (the "IHDA Risk Share Loan");

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- (iii) Chicago Housing Authority, located at 60 E. Van Buren St., 12th Floor, Chicago, Illinois 60605 and its successors and assigns, with respect to a \$10,849,285 loan to the Borrower (the "CHA Loan"); and
- (iv) IHDA, and its successors and assigns, with respect to a \$4,762,234 loan to the Borrower (the "IHDA Trust Fund Loan").

"Senior Loan" shall mean collectively, the Citibank Loan, the IHDA Risk Share Loan, the IHDA Trust Fund Loan and the CHA Loan.

"Senior Mortgage" shall mean the mortgages dated as of the date hereof granted by the Borrower to the Senior Lender and securing repayment of the Senior Loan.

II. ADDITIONAL REPRESENTATIONS AND COVENANTS OF BORROWER.

1. Fourteen (14) of the units in the Project are HOME Units. All of the HOME Units are restricted to occupancy by 60% Families as set forth and defined in Section 2.12 hereof, and the rent for such HOME Units shall not exceed the rent restrictions set forth in Section 2.7 hereof. In addition to such restrictions, five (5) of the HOME Units (which number constitutes at least 20% of the HOME Units) shall be occupied by Very Low-Income Families (the "50% Units"), and the rent for such 50% Units shall not exceed the Low HOME Rents as defined in Section 2.8 hereof.

2. (a) The Project shall consist of the following unit configuration with the following initial rents:

Number of Bedrooms	Number of Units	Income Restriction	Initial Rent
Studio	1	High HOME - 60% LIHTC	\$805
Studio	3	High HOME - 60% LIHTC Section 811	\$883
Studio	4	80% LIHTC	\$1,117
Studio	11	Market-Rate	\$1,341
1 bedroom	1	High HOME - 60% LIHTC	\$855
1 bedroom	4	80% LIHTC	\$1,187
1 bedroom	5	Low HOME - CHA RAD 30%	\$1,098
1 bedroom	4	CHA RAD 30%	\$1,098
1 bedroom	4	CHA RAD 50%	\$1,098
1 bedroom	5	CHA RAD 60%	\$1,098
1 bedroom	2	CHA RAD 80%	\$1,098
1 bedroom	29	Market-Rate	\$1,500

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2 bedroom	4	High HOME - 60% LIHTC	\$1,023
2 bedroom	4	CHA RAD 30%	\$1,301
2 bedroom	4	CHA RAD 50%	\$1,301
2 bedroom	4	CHA RAD 60%	\$1,301
2 bedroom	2	CHA RAD 80%	\$1,301
2 bedroom	12	Market-Rate	\$2,000

(b) The HOME Units shall consist initially of the following unit configuration for 60% Families and Very Low-Income Families with the following initial rents:

Number of Bedrooms	Number of Units	Income Restriction	Initial Rent
Studio	1	High HOME - 60% LIHTC	\$805
Studio	3	High Home – 60% LIHTC Section 811	\$883
1 bedroom	5	Low HOME – CHA RAD 30%	\$1,098
1 bedroom	1	High HOME - 60% LIHTC	\$853
2 bedroom	4	High HOME - 60% LIHTC	\$1,023

Each of the HOME Units which are restricted to 60% Families shall be deemed to be fixed units (the "60% Fixed Units"). Subject to the prior written consent of the City, during the Project Term one or more of the HOME Units may hereafter be substituted for one or more of the initial 60% Fixed Units specified below by the Borrower. The Borrower shall ensure that any such substitution shall maintain conformity of the Property with the requirements of the HOME Regulations, and both that (a) the total number of 60% Fixed Units remains the same, and (b) each substituted HOME Unit is comparable in terms of size, features and number of bedrooms with the originally designated 60% Fixed Unit.

Number of Bedrooms	Unit Numbers for Initial 60% Fixed Units
Studio	212, 216, 316 and 417
One Bedroom	303
Two Bedroom	207, 219, 408 and 502

Each of the HOME Units which are restricted to 50% Units shall be deemed to be Fixed units (the "50% Fixed Units"). Subject to the prior written consent of the City, during the Project Term one or more of the HOME Units may hereafter be substituted for one or more of the initial 50% Fixed Units specified below by the Borrower. The Borrower shall ensure that any such

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substitution shall maintain conformity of the Property with the requirements of the HOME Regulations, and both that (a) the total number of 50% Fixed Units remains the same, and (b) each substituted HOME Unit is comparable in terms of size, features and number of bedrooms with the originally designated 50% Fixed Unit.

Number of Bedrooms	Unit Numbers for Initial 50% Fixed Units
One Bedroom	205, 310, 403, 510 and 514

(e) Utilities for the property are paid for by the tenant. The current allowance for utilities for the tenants calculated by the Borrower (the "Utility Allowance") is as follows:

Number of Bedrooms	Utility Allowance
Studio	\$50
1 bedroom units	\$64
2 bedroom units	\$77

(c) The principal amount of the Loan (i.e., \$2,340,435) divided by the total number of HOME Units (i.e., fourteen (14) equals \$165,444 per each such unit, which is greater than the minimum per-unit requirement of 24 C.F.R. Section 92.205(c) (i.e., \$1,000 per unit).

(d) The product of the total number of HOME Units multiplied by the applicable maximum per-unit subsidy provided in 24 C.F.R. Section 92.250(a) (i.e., \$2,419,968), as shown below, is greater than the principal amount of the Loan (i.e., \$2,340,435):

No. of Bedrooms	No. of Units	Maximum Subsidy		Product
		Non-Elevator Building	Elevator Building	
Studios	4	\$139,757	\$147,074	\$588,296
One Bedroom	6	\$161,143	\$168,600	\$1,011,600
Two Bedroom	4	\$194,342	\$205,018	\$820,072
TOTAL:				\$2,419,968

3. Prevailing Wage Rates. (a) The applicable provisions are set forth in detail in Form HUD-4010 and the U.S. Secretary of Labor's wage determination, which are attached hereto as Exhibits E and F and hereby made a part hereof. Such wage determination is based upon the applicable wages and fringe benefits found to be prevailing as of the date hereof. If construction on the Project shall not have commenced within 90 days following the date hereof, the wage determination attached hereto may be superseded by a subsequent determination. If construction on the Project shall not have commenced within 85 days following the date hereof, the Borrower shall so inform the City by such 85th day, and the City shall thereafter inform the Borrower by the 90th day following the date hereof as to whether a subsequent wage determination shall apply to the Project. If a subsequent wage determination shall apply to the Project, the Borrower agrees to comply

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with the City in causing an amendment to this Regulatory Agreement to be executed and recorded attaching such subsequent wage determination hereto.

(b) The Borrower shall comply with the provisions of Form HUD-4010 and the applicable wage determination, and shall ensure that Form HUD-4010 and the U.S. Secretary of Labor's wage determination are attached to and incorporated in all bid specifications, the Construction Contract with the General Contractor and subcontracts with respect to the Project, to the extent and as required in Form HUD-4010 (including, if applicable, amending the Construction Contract, if executed prior to the date hereof, and causing to be amended all existing bid specifications and subcontracts).

(c) In the event of any issues or disputes arising with respect to amounts due as wages to be paid in connection with the Project and/or as liquidated damages under the Contract Work Hours and Safety Standards Act, the Borrower agrees to execute, or cause the applicable contractor or subcontractor to execute, a Labor Standards Deposit Agreement (in the form attached hereto as Exhibit G or such other form as shall be specified by the City) and to deposit, or cause to be deposited, funds in the amount designated by the City, to be held and disbursed as specified in such Labor Standards Deposit Agreement.

4. Following construction and throughout the Project Term, the Project shall comply with the requirements in the then current edition, as of completion of construction, of the Model Energy Code published by the Council of American Building Officials.

5. The Project shall be constructed in accordance with the Construction Schedule, the Project Budget and any Change Orders hereafter approved by the City.

6. For purposes of Section 12, the Borrower's address shall be:

Southbridge 4 Master Owner LLC
c/o The Community Builders
135 South LaSalle Street, Suite 3350
Chicago, Illinois 60603
Attention: Director of Development

For Master Tenant:

Southbridge 1-4 Housing LLC
c/o The Community Builders
135 South LaSalle Street, Suite 3350
Chicago, Illinois 60603
Attention: Director of Development

With copies to (for notices to
Borrower and Master Tenant):

Applegate & Thorne-Thomsen, P.C.
425 S. Financial Place, Suite 1900

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Chicago, Illinois 60605
Attention: Paul Davis

And: GS Southbridge 4% Investor Opportunity Fund
c/o Urban Investment Group
Goldman Sachs Group
200 West Street
New York, New York 10282
Attention: Urban Investment Group Portfolio Manager

And: Sidley Austin LLP
One South Dearborn Street
Chicago, Illinois 60603
Attention: Philip C. Spahn

7. (a) The work to be performed in connection with the Project is subject to the requirements of Housing Act Section 3. The purpose of Housing Act Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Housing Act Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income individuals, particularly individuals who are recipients of HUD assistance for housing.

(b) The Borrower hereby agrees to comply with the Section 3 Regulations in connection with the Project. As evidenced by its execution of this Regulatory Agreement, the Borrower hereby certifies that it is under no contractual or other impediment that would prevent the Borrower from complying with the Section 3 Regulations in connection with the Project.

(c) The Borrower hereby agrees to (1) send to each labor organization or representative of workers with which the Borrower has a collective bargaining agreement or other understanding, if any, and which concerns workers whose positions are subject to compliance with the Section 3 Regulations in connection with the Project, a notice advising the labor organization or workers' representative of the Borrower's commitments under this Section, and (2) post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Housing Act Section 3 preference and shall set forth: (i) the minimum number of jobs and job titles subject to hire, the availability of apprenticeship and training positions, and the qualifications for each; (ii) the name and location of the Person(s) taking applications for each of the positions; and (iii) the anticipated date the work shall begin.

(d) The Borrower hereby agrees to (1) include the language contained in this Section in every contract entered into by the Borrower in connection with the Project and subject to compliance with the Section 3 Regulations, including the Construction Contract, and (2) take appropriate action, as provided in an applicable provision of such contract or in this Section, upon a finding that any Person with whom the Borrower contracts, including the General

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Contractor, is in violation of the Section 3 Regulations. The Borrower covenants and agrees that the Borrower shall not contract with any Person in connection with the Project where the Borrower has notice or knowledge that such Person has been found in violation of the Section 3 Regulations.

(e) The Borrower agrees to cause the General Contractor to (1) include the language contained in this Section in every Subcontract subject to compliance with the Section 3 Regulations, and (2) take appropriate action, as provided in an applicable provision of such Subcontract or in this Section, upon a finding that any Subcontractor with whom the General Contractor contracts is in violation of the Section 3 Regulations. The Borrower shall cause the General Contractor to agree that the General Contractor shall not subcontract with any Person where the General Contractor has notice or knowledge that such Person has been found in violation of the Section 3 Regulations.

(f) The Borrower hereby certifies that any vacant employment positions in connection with the Project, including training positions, that were filled prior to the Closing Date and with Persons other than those to whom the Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Borrower's obligations under the Section 3 Regulations.

(g) Noncompliance with the Section 3 Regulations may result in sanctions, including, but not limited to, the declaration by the City of an event of default under the Loan Documents and the exercise by the City of its remedies thereunder, as well as debarment or suspension from future HUD-assisted contracts.

(h) The Borrower acknowledges receipt from the City of a copy of the City of Chicago Section 3 Compliance Plan booklet (the "Booklet"). The Borrower agrees to complete or cause to be completed, as applicable, those forms contained in the Booklet as requested by the City and to submit such forms to the City promptly upon the City's request. The Borrower hereby represents and warrants to the City that all such forms heretofore submitted by or on behalf of the Borrower are true and correct. The Borrower hereby covenants to the City that all such forms hereafter submitted by the Borrower shall be true and correct, and that work on the Project shall be carried out in accordance with the existing employee list (with respect to number of employees and job classifications only), hiring plan, training plan, contracting plan and compliance effort narrative, as applicable, as submitted by the Borrower to the City, unless otherwise agreed to in writing by the City.

8. The Borrower shall cause the general contractor to comply with that certain Settlement Agreement dated November 3, 2011, by and among the City, Chicago Regional Council of Carpenters, the Metropolitan Pier and Exposition Authority, the Public Building Commission of the City of Chicago, and the State of Illinois, because the Project budget is in excess of \$25,000,000, and, therefore, is subject to the provisions of that certain City of Chicago Multi-Project Labor Agreement (the "MPLA") dated February 9, 2011, by and among the City and the labor organizations comprising the Chicago & Cook County Building & Construction

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Trades Council. The Borrower shall cause the general contractor to comply with the MPLA to the fullest extent legally permissible without violating other requirements applicable to the construction of the Project, including, without limitation, the requirements of the MBE/WBE Program as defined in the Loan Agreement, the City resident employment provisions contained in the Loan Agreement, Housing Act Section 3, Davis-Bacon Act, the Contract Work Hours and Safety Standards Act and the Labor Standards Deposit Agreement. At the direction of DOH, affidavits and other supporting documentation shall be required of the Borrower, the general contractor and the subcontractors to verify or clarify compliance with the MPLA.

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EXHIBIT C

USE OF LOAN PROCEEDS

The use of the Loan proceeds will be solely for Eligible Costs for the new construction of the Project, as described on Exhibit D to the Escrow Agreement which is attached hereto and incorporated herein.

Completion of the new construction of the Project shall take place no later than forty-eight (48) months. In no event shall completion of the Project exceed 4 years from the date hereof.

Specific description of the tasks to be performed, an anticipated schedule for completing the tasks and a project budget:

- see attached Owner's Statement
- see attached Construction Schedule
- see attached Exhibit D to the Escrow Agreement

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Owner's Sworn Statement
 Southbridge 4 Master Owner LLC
 Draw # 1

Escrow # 41044527
 IHDA Tax Credit # 11510

The affiant, Southbridge 4 Master Owner LLC, being duly sworn on oath, deposes and says that he is the owner of the following described premises Southbridge 4 Master Owner LLC located in Chicago, Illinois and:

1. That the affiant is thoroughly familiar with all the facts and circumstances concerning the premises described above;
2. That with respect to improvements on the premises the only work done or materials furnished to date are listed below;
3. That the only contracts let for the furnishing of future work or materials relative to the contemplated improvements are as listed below;
4. That this statement is a true and complete statement of all such contracts, previous payments and balances due, if any.

NAME/ADDRESS (Payee)	KIND OF WORK (budget line)	UNDERWRITING USES TAB / ROW #	ORIGINAL TOTAL	ADJUSTMENTS	ADJUSTED TOTAL	PREV PAID	NET AMT DUE	BAL TO BECOME DUE
PAID THROUGH ESCROW								
1 Chicago Housing Authority	Land Acquisition	10	99.00	0.00	99.00	0.00	99.00	0.00
2 McShane Construction Company LLC	Construction Contract - Res Building	17, 20	32,301,033.00	0.00	32,301,033.00	0.00	0.00	32,301,033.00
3 McShane Construction Company LLC	Construction Contract - Commercial	19	1,915,296.00	0.00	1,915,296.00	0.00	0.00	1,915,296.00
4 TBD								
5								
6								
7								
8	Other Equipment - Residential	28	178,892.53	0.00	178,892.53	0.00	0.00	178,892.53
9 TBD								
10								
11								
12								
13	Other Equipment - Commercial	28	10,607.47	0.00	10,607.47	0.00	0.00	10,607.47
14 TBD								
15								
16								
17								
18	Testing and Inspection - Residential	38	366,031.11	0.00	366,031.11	0.00	0.00	366,031.11
19								
20 TBD								
21								
22								
23	Testing and Inspection - Commercial	38	21,703.89	0.00	21,703.89	0.00	0.00	21,703.89
24								
25 Southbridge 4 Master Owner LLC	Owner's Construction Contingency - Res	27	1,416,712.00	0.00	1,416,712.00	0.00	0.00	1,416,712.00
26 Southbridge 4 Master Owner LLC	Owner's Construction Contingency - Comm	27	158,367.00	0.00	158,367.00	0.00	0.00	158,367.00
27 Antunovich Associates								
28 Brook Architecture								
29 Nia Architects								
30 Terry Guen Design Associates								
31 Worn Jerabek Wiltse Architects	Architect-Design	29	655,520.94	0.00	655,520.94	0.00	587,088.63	68,432.31
32 Nia Architects	Architect-Supervision	30	142,150.00	0.00	142,150.00	0.00	0.00	142,150.00
33 Brook Architecture								
34 C&L Printing Company								
35 Nia Architects								
36 Worn Jerabek Wiltse Architects	Architect-Reimbursables	29	73,761.00	0.00	73,761.00	0.00	8,333.88	65,427.12
37 Centers for New Horizons								
38 Cest Si Bon								
39 Flood Testing Laboratories								
40 KLOA								
41 Nia Architects								
42 P.C. Connection								
43 Pamela Perini Consulting								
44 SpaceCo Inc.								
45 Ware Realty Group								
46 WSP								
47								
48								
49								
50								
51								
52	Other Consultants	31	665,940.62	0.00	665,940.62	0.00	450,909.40	215,031.22
53 EDI								
54								
55								
56								
57	Enviro Audit/Testing	37	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00
58 City of Chicago - Department of Finance								
59 Globetrotters Engineering Corp.								
60	Permits / Zoning	23	194,844.75	0.00	194,844.75	0.00	194,844.75	0.00

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132	Antunovich Associates								
133	Brook Architecture								
134	Gensler								
135	Goodman Williams Group								
136	KLDA								
137	Lime Red								
138	Nla Architects								
139	SpaceCo Inc.								
140	Terry Guen Design Associates								
141	Worn Jerabek Wiltse Architects								
142	YR&G	Master Planning & Application Design Docs.	45	592,358.04	0.00	592,358.04	0.00	567,358.12	24,999.92
143	Southbridge 4 Master Owner LLC	Operating Accounts Initial Contribution	61	63,232.32	0.00	63,232.32	0.00	0.00	63,232.32
144	Sidley Austin LLP	Investor DD Costs	72	75,000.00	0.00	75,000.00	0.00	75,000.00	0.00
145	New Hope Housing Inc.	Predev Funds-Orig. Fees	53	30,000.00	0.00	30,000.00	0.00	354.34	29,645.66
146	New Hope Housing Inc.	Predev Funds Interest	55	90,866.98	0.00	90,866.98	0.00	90,841.90	25.08
147	Illinois Housing Development Authority - Misc. Const Rev \$5,000, Legal \$3,000, Refunding Fees to Bid Panels \$66,500								
148	Mayer Brown LLP - \$1,500,000								
149	Schiff Hardin LLP - \$75,000								
150	Caine Mitter - \$10,000								
151	Moody's Investor Service - \$9,500								
152	Bank of New York Mellon Trust Company NA - \$13,500	Perm Loan-Direct Costs	54	237,000.00	0.00	237,000.00	0.00	237,000.00	0.00
153	Illinois Housing Development Authority - \$13,500	Perm Loan-Other (MIP Fees)							
154	HUD - \$10,125			23,625.00	0.00	23,625.00	0.00	0.00	23,625.00
155	GTG	TE Bonds - (A) Piece Inspection	56	42,000.00	0.00	42,000.00	0.00	900.00	41,100.00
156	Citibank, N.A.	TE Bonds - (A) Piece-Direct Costs	55	114,923.86	0.00	114,923.86	0.00	114,923.86	0.00
157	Citibank, N.A.	TE Bonds - (A) Org Fees	53	81,000.00	0.00	81,000.00	0.00	81,000.00	0.00
158	Citibank, N.A.	TE Bonds - (B) Org Fees	53	83,000.00	0.00	83,000.00	0.00	83,000.00	0.00
159	Citibank, N.A.	TE Bonds - (C) Org Fees	53	94,953.21	0.00	94,953.21	0.00	94,953.21	0.00
160	Illinois Housing Development Authority - \$3,750								
161	City of Chicago - Department of Finance - \$750	LIHTC Application Fee	48	4,500.00	0.00	4,500.00	0.00	4,500.00	0.00
162	Illinois Housing Development Authority	LIHTC Reservation Fee	49	89,343.68	0.00	89,343.68	0.00	89,148.00	195.68
163	Illinois Housing Development Authority	LIHTC Compliance Monitor Fee	49	0.00	0.00	0.00	0.00	0.00	0.00
164	Illinois Housing Development Authority	IAHTC Application Fee	50	0.00	0.00	0.00	0.00	0.00	0.00
165	Illinois Housing Development Authority	IAHTC Reservation Fee	50	99,997.50	0.00	99,997.50	0.00	99,997.50	0.00
166	Illinois Housing Development Authority	Costs of Issuance	57	325,953.21	0.00	325,953.21	0.00	325,953.21	0.00
167	Illinois Housing Development Authority	Bond administration fee	54	205,004.62	0.00	205,004.62	0.00	205,004.62	0.00
168	New Hope Housing Inc.	Mezzanine debt fees	53	38,000.00	0.00	38,000.00	0.00	0.00	38,000.00
169	Illinois Housing Development Authority	Operating Reserve	81	432,936.00	0.00	432,936.00	0.00	0.00	432,936.00
170	Illinois Housing Development Authority	Tax Escrow	77	128,414.00	0.00	128,414.00	0.00	0.00	128,414.00
171	Illinois Housing Development Authority	Insurance Escrow	78	53,550.00	0.00	53,550.00	0.00	0.00	53,550.00
172	Illinois Housing Development Authority	Initial Op. OA Escrow	83	11,500.00	0.00	11,500.00	0.00	0.00	11,500.00
173	Illinois Housing Development Authority	Debt Service Reserve	82	138,451.00	0.00	138,451.00	0.00	0.00	138,451.00
174	Illinois Housing Development Authority	Initial Deposit to Rep. Reserves	79	41,200.00	0.00	41,200.00	0.00	0.00	41,200.00
175	Bank of New York Mellon Trust Company NA	MADS Reserve	85	207,863.00	0.00	207,863.00	0.00	0.00	207,863.00
177	Citibank, N.A.	Lease Up Reserve	87	515,729.00	0.00	515,729.00	0.00	0.00	515,729.00
178	New Hope Housing Inc.	Community Life Reserve	85	153,600.00	0.00	153,600.00	0.00	0.00	153,600.00
179	Southbridge 4 Master Owner LLC	Residential Developer Fee	90	2,805,784.00	0.00	2,805,784.00	0.00	841,735.00	1,964,049.00
182	Citibank, N.A.	TE Bonds Interest	65	2,580,575.40	0.00	2,580,575.40	0.00	0.00	2,580,575.40
180	Illinois Housing Development Authority	Commercial TI & TI By Landlord Reserve	86	1,859,065.00	0.00	1,859,065.00	0.00	0.00	1,859,065.00
Paid through escrow subtotal:				51,578,137.00	0.00	51,578,137.00	0.00	5,029,207.75	46,548,929.25
Paid outside of escrow:									
181	Southbridge 4 Master Owner LLC	Deferred Developer Fee	90	1,382,349.00	0.00	1,382,349.00	0.00	0.00	1,382,349.00
185	Southbridge 4 Master Owner LLC	Const Prd Accrued Soft Interest	62	547,514.00	0.00	547,514.00	0.00	0.00	547,514.00
Paid outside of Escrow									
186	Subtotal:			1,929,863.00	0.00	1,929,863.00	0.00	0.00	1,929,863.00
Total Development Budget				53,508,000.00	0.00	53,508,000.00	0.00	5,029,207.75	48,478,792.25

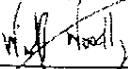
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SIGNED THIS 15th DAY OF January 2020

SIGNED BY: Southbridge 4 Master Owner LLC

BY: By Ickes Master Developer JV LLC, its sole member

By: The Community Builders, Inc., its managing member

BY: 
William Woodley, Authorized Agent

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th DAY OF January, 2020.

Elaine Johnson
NOTARY PUBLIC

Property of Cook County Clerk's Office

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Southbridge.Owner Construction Schedule 11/8/19

Exhibit A

ID	Task Name	Duration	Start	Finish
1	Southbridge Preconstruction Activities	254 days	1/21/19	1/9/20
2	Permit	201 days	1/21/19	10/28/19
6	Limited Notice to Proceed for Critical Path Shop Drawings and Long Lead Items	120 days	7/26/19	1/9/20
22	Early Notice to Proceed Prior to Closing	1 day	11/11/19	11/11/19
23	Closing	1 day	12/31/19	12/31/19
24	Construction Activities	549 days	11/11/19	12/17/21
25	Mobilization	23 days	11/12/19	12/12/19
26	Erosion Control	10 days	11/12/19	11/25/19
27	Trailer Setup	10 days	11/12/19	11/25/19
28	Temp Fence	10 days	11/12/19	11/25/19
29	Site Clearing/Tree Removal	10 days	11/26/19	12/9/19
30	Grub Site/Strip Topsoil	10 days	11/29/19	12/12/19
31	Off-Site Infrastructure	50 days	1/1/20	3/10/20
32	Storm and Sanitary	30 days	1/1/20	2/11/20
33	Water Main	30 days	1/29/20	3/10/20
34	Building B-4	446 days	12/13/19	8/27/21
35	Site Work and Foundations	148 days	12/13/19	7/7/20
36	Rough Grading	10 days	12/13/19	12/26/19
37	Deep Foundation - Geo Piers - Test and Install	40 days	1/1/20	2/25/20
38	Storm Detention Piping	35 days	2/19/20	4/7/20
39	Foundation	25 days	2/19/20	3/24/20
40	MEP Undergrounds	30 days	5/13/20	6/23/20
41	Slab On Grade	15 days	6/17/20	7/7/20
42	Site Work and Utilities	218 days	1/17/20	11/17/20
43	Storm and Sanitary	25 days	3/11/20	4/14/20
44	Water Service	15 days	4/1/20	4/21/20
45	Temp Electric Service	10 days	1/17/20	1/30/20
46	Electrical Service	115 days	5/27/20	11/3/20
47	Cable and Data Service	120 days	6/3/20	11/17/20
48	Structural Framing	140 days	3/25/20	10/6/20
49	1st Floor CMU Shafts	10 days	3/25/20	4/7/20
50	Podium Construction/Structural Topping	25 days	4/8/20	5/12/20
51	2nd-Roof Floor CMU Shafts	25 days	5/13/20	6/16/20
52	2nd Floor	15 days	5/27/20	6/16/20
53	3rd Floor	15 days	6/17/20	7/7/20
54	4th Floor	15 days	7/8/20	7/28/20
55	5th Floor	15 days	7/29/20	8/18/20
56	6th Floor	15 days	8/19/20	9/8/20
57	Roof Structure/Roofing	20 days	9/9/20	10/6/20

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Southbridge.Owner Construction Schedule 11/8/19 Exhibit A

ID	Task Name	Duration	Start	Finish
58	Elevator Install	80 days	11/4/20	2/23/21
59	Exterior Buildout	105 days	7/8/20	12/1/20
60	East Façade	55 days	7/8/20	9/22/20
61	Window Install	20 days	7/8/20	8/4/20
62	Patio Door Install	15 days	7/15/20	8/4/20
63	Brick Façade	20 days	7/22/20	8/18/20
64	Hardie Façade	10 days	8/5/20	8/18/20
65	Metal Panel Façade	30 days	8/5/20	9/15/20
66	Balconies	15 days	8/12/20	9/1/20
67	Exterior Storefront	20 days	8/26/20	9/22/20
68	South Façade	50 days	8/5/20	10/13/20
69	Window Install	10 days	8/5/20	8/18/20
70	Patio Door Install	5 days	8/5/20	8/11/20
71	Brick Façade	10 days	8/19/20	9/1/20
72	Hardie Façade	5 days	8/26/20	9/1/20
73	Metal Panel Façade	30 days	9/2/20	10/13/20
74	Balconies	5 days	9/9/20	9/15/20
75	Exterior Storefront	5 days	9/23/20	9/29/20
76	West Façade	50 days	8/19/20	10/27/20
77	Window Install	20 days	8/19/20	9/15/20
78	Patio Door Install	15 days	8/19/20	9/8/20
79	Brick Façade	25 days	9/2/20	10/6/20
80	Hardie Façade	10 days	9/23/20	10/6/20
81	Metal Panel Façade	30 days	9/16/20	10/27/20
82	Balconies	10 days	9/30/20	10/13/20
83	North Façade	55 days	9/16/20	12/1/20
84	Window Install	10 days	9/16/20	9/29/20
85	Patio Door Install	5 days	9/16/20	9/22/20
86	Brick Façade	10 days	10/7/20	10/20/20
87	Hardie Façade	5 days	10/14/20	10/20/20
88	Metal Panel Façade	30 days	10/21/20	12/1/20
89	Balconies	5 days	10/21/20	10/27/20
90	Exterior Storefront	5 days	10/28/20	11/3/20
91	Interior Buildout	298 days	7/8/20	8/27/21
92	1st Floor	219 days	7/8/20	5/10/21
93	Framing	15 days	7/8/20	7/28/20
94	CMU Walls (Electric Room, Bike Storage, Trash Room)	15 days	7/8/20	7/28/20
95	MEP Rough	30 days	7/22/20	9/1/20
96	Insulation & Insulation Inspection	15 days	10/7/20	10/27/20

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Southbridge.Owner Construction Schedule 11/8/19

Exhibit A

ID	Task Name	Duration	Start	Finish
97	Stock Drywall	3 days	10/28/20	10/30/20
98	Drywall & Tape	30 days	11/2/20	12/11/20
99	Measure for Millwork	1 day	12/14/20	12/14/20
100	Carpentry Trim Intall	15 days	12/7/20	12/25/20
101	Paint Prime	15 days	12/21/20	1/8/21
102	Millwork Install	20 days	1/11/21	2/5/21
103	Electrical Plug & Switch	10 days	2/8/21	2/19/21
104	MEFP Trims	15 days	2/15/21	3/5/21
105	Flooring	15 days	2/22/21	3/12/21
106	Final Paint	10 days	3/1/21	3/12/21
107	Rough Clean	5 days	3/15/21	3/19/21
108	MCC Completion List	1 day	3/15/21	3/15/21
109	Address MCC Completion List / Install Blinds	15 days	3/16/21	4/5/21
110	Final Clean	5 days	4/6/21	4/12/21
111	Initial Owner Walk/Punch List	1 day	4/13/21	4/13/21
112	Address Owner Punch List	10 days	4/14/21	4/27/21
113	Touch Up Clean	2 days	4/28/21	4/29/21
114	1st Floor Final Owner Walk	1 day	4/30/21	4/30/21
115	Final Inspections	6 days	5/3/21	5/10/21
116	2nd Floor	188 days	9/2/20	5/21/21
117	MEP Roughs and Inspections	35 days	9/2/20	10/20/20
118	Insulation	15 days	10/28/20	11/17/20
119	Stock Drywall	3 days	11/18/20	11/20/20
120	Drywall & Tape	25 days	11/23/20	12/25/20
121	Deliver Carpentry Trim & Interior Doors	1 day	12/28/20	12/28/20
122	Carpentry Trim Intall	12 days	12/29/20	1/13/21
123	Measure for Cabinets	2 days	12/28/20	12/29/20
124	Paint Prime	12 days	1/5/21	1/20/21
125	Electrical Plug & Switch	10 days	1/21/21	2/3/21
126	Flooring	12 days	1/28/21	2/12/21
127	Deliver Cabinets	1 day	2/15/21	2/15/21
128	Cabinet Install	10 days	2/16/21	3/1/21
129	Countertop Install	5 days	3/2/21	3/8/21
130	MEFP Trims	10 days	3/9/21	3/22/21
131	Corridor Finishes	15 days	3/23/21	4/12/21
132	Final Paint	10 days	3/23/21	4/5/21
133	Rough Clean	5 days	4/6/21	4/12/21
134	MCC Completion List	1 day	4/6/21	4/6/21
135	Address MCC Completion List / Install Blinds	10 days	4/7/21	4/20/21
136	Final Clean	5 days	4/21/21	4/27/21

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Southbridge.Owner Construction Schedule 11/8/19

Exhibit A

ID	Task Name	Duration	Start	Finish
137	Initial Owner Walk/Punch List	1 day	4/28/21	4/28/21
138	Address Owner Punch List	10 days	4/29/21	5/12/21
139	Touch Up Clean	2 days	5/13/21	5/14/21
140	2nd Floor Final Owner Walk	1 day	5/17/21	5/17/21
141	Final Inspections/TCO	3 days	5/18/21	5/20/21
142	Turnover Floor	1 day	5/21/21	5/21/21
143	3rd Floor	188 days	10/7/20	6/25/21
144	MEP Rough and Inspections	30 days	10/7/20	11/17/20
145	Insulation	15 days	11/18/20	12/8/20
146	Stock Drywall	3 days	12/9/20	12/11/20
147	Drywall & Tape	25 days	12/14/20	1/15/21
148	Deliver Carpentry Trim & Interior Doors	1 day	1/18/21	1/18/21
149	Carpentry Trim Intall	10 days	1/19/21	2/1/21
150	Measure for Cabinets	2 days	1/18/21	1/19/21
151	Paint Prime	15 days	1/26/21	2/15/21
152	Electrical Plug & Switch	10 days	2/16/21	3/1/21
153	Flooring	15 days	2/23/21	3/15/21
154	Deliver Cabinets	1 day	3/16/21	3/16/21
155	Cabinet Install	10 days	3/17/21	3/30/21
156	Countertop Install	5 days	3/31/21	4/6/21
157	MEPFP Trims	10 days	4/7/21	4/20/21
158	Corridor Finishes	15 days	4/21/21	5/11/21
159	Final Paint	10 days	4/21/21	5/4/21
160	Rough Clean	5 days	5/5/21	5/11/21
161	MCC Completion List	1 day	5/5/21	5/5/21
162	Address MCC Completion List / Install Blinds	15 days	5/6/21	5/26/21
163	Final Clean	5 days	5/27/21	6/2/21
164	Initial Owner Walk/Punch List	1 day	6/3/21	6/3/21
165	Address Owner Punch List	10 days	6/4/21	6/17/21
166	Touch Up Clean	2 days	6/18/21	6/21/21
167	3rd Floor Final Owner Walk	1 day	6/22/21	6/22/21
168	Final Inspections/TCO	2 days	6/23/21	6/24/21
169	Turnover Floor	1 day	6/25/21	6/25/21
170	4th Floor	188 days	10/28/20	7/16/21
171	MEP Rough and Inspections	30 days	10/28/20	12/8/20
172	Insulation	15 days	12/9/20	12/29/20
173	Stock Drywall	3 days	12/30/20	1/1/21
174	Drywall & Tape	25 days	1/4/21	2/5/21
175	Deliver Carpentry Trim & Interior Doors	1 day	2/8/21	2/8/21
176	Carpentry Trim Intall	10 days	2/9/21	2/22/21

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Southbridge.Owner Construction Schedule 11/8/19

Exhibit A

ID	Task Name	Duration	Start	Finish
177	Measure for Cabinets	2 days	2/8/21	2/9/21
178	Paint Prime	15 days	2/15/21	3/5/21
179	Electrical Plug & Switch	10 days	3/8/21	3/19/21
180	Flooring	15 days	3/15/21	4/2/21
181	Deliver Cabinets/Counter Tops	1 day	4/5/21	4/5/21
182	Cabinet Install	10 days	4/6/21	4/19/21
183	Countertop Install	5 days	4/20/21	4/26/21
184	MEFP Trims	10 days	4/27/21	5/10/21
185	Corridor Finishes	15 days	5/11/21	5/31/21
186	Final Paint	10 days	5/11/21	5/24/21
187	Rough Clean	5 days	5/25/21	5/31/21
188	MCC Completion List	1 day	5/25/21	5/25/21
189	Address MCC Completion List / Install Blinds	15 days	5/26/21	6/15/21
190	Final Clean	5 days	6/16/21	6/22/21
191	Initial Owner Walk/Punch List	1 day	6/23/21	6/23/21
192	Address Owner Punch List	10 days	6/24/21	7/7/21
193	Touch Up Clean	2 days	7/8/21	7/9/21
194	4th Floor Final Owner Walk	1 day	7/12/21	7/12/21
195	Final Inspections	3 days	7/13/21	7/15/21
196	Turnover Floor	1 day	7/16/21	7/16/21
197	5th Floor	188 days	11/18/20	8/6/21
198	MEP Roughs and Inspections	30 days	11/18/20	12/29/20
199	Insulation	15 days	12/30/20	1/19/21
200	Stock Drywall	3 days	1/20/21	1/22/21
201	Drywall & Tape	25 days	1/25/21	2/26/21
202	Deliver Carpentry Trim & Interior Doors	1 day	3/1/21	3/1/21
203	Carpentry Trim Intall	10 days	3/2/21	3/15/21
204	Measure for Cabinets	2 days	3/1/21	3/2/21
205	Paint Prime	15 days	3/8/21	3/26/21
206	Electrical Plug & Switch	10 days	3/29/21	4/9/21
207	Flooring	15 days	4/5/21	4/23/21
208	Deliver Cabinets/Counter Tops	1 day	4/26/21	4/26/21
209	Cabinet Install	10 days	4/27/21	5/10/21
210	Countertop Install	5 days	5/11/21	5/17/21
211	MEFP Trims	10 days	5/18/21	5/31/21
212	Corridor Finishes	15 days	6/1/21	6/21/21
213	Final Paint	10 days	6/1/21	6/14/21
214	Rough Clean	5 days	6/15/21	6/21/21
215	MCC Completion List	1 day	6/15/21	6/15/21
216	Address MCC Completion List / Install Blinds	15 days	6/16/21	7/6/21

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Southbridge.Owner Construction Schedule 11/8/19

Exhibit A

ID	Task Name	Duration	Start	Finish
217	Final Clean	5 days	7/7/21	7/13/21
218	Initial Owner Walk/Punch List	1 day	7/14/21	7/14/21
219	Address Owner Punch List	10 days	7/15/21	7/28/21
220	Touch Up Clean	2 days	7/29/21	7/30/21
221	5th Floor Final Owner Walk	1 day	8/2/21	8/2/21
222	Final Inspections/TCO	3 days	8/3/21	8/5/21
223	Turnover Floor	1 day	8/6/21	8/6/21
224	6th Floor	213 days	11/4/20	8/27/21
225	Exterior Storefront	20 days	11/4/20	12/1/20
226	MEP Rough and Inspections	30 days	12/9/20	1/19/21
227	Insulation	15 days	1/20/21	2/9/21
228	Stock Drywall	3 days	2/10/21	2/12/21
229	Drywall & Tape	25 days	2/15/21	3/19/21
230	Deliver Carpentry Trim & Interior Doors	1 day	3/22/21	3/22/21
231	Carpentry Trim Intall	10 days	3/23/21	4/5/21
232	Measure for Cabinets	2 days	3/22/21	3/23/21
233	Measure for Millwork	1 day	3/22/21	3/22/21
234	Paint Prime	15 days	3/29/21	4/16/21
235	Electrical Plug & Switch	10 days	4/19/21	4/30/21
236	Flooring	20 days	4/26/21	5/21/21
237	Deliver Cabinets/Counter Tops	1 day	5/24/21	5/24/21
238	Cabinet Install	10 days	5/25/21	6/7/21
239	Countertop Install	5 days	6/8/21	6/14/21
240	Amenity Millwork Install	10 days	5/25/21	6/7/21
241	MEPFP Trims	10 days	6/8/21	6/21/21
242	Corridor Finishes	15 days	6/22/21	7/12/21
243	Final Paint	10 days	6/22/21	7/5/21
244	Rough Clean	5 days	7/6/21	7/12/21
245	MCC Completion List	1 day	7/6/21	7/6/21
246	Address MCC Completion List / Install Blinds	15 days	7/7/21	7/27/21
247	Final Clean	5 days	7/28/21	8/3/21
248	Initial Owner Walk/Punch List	1 day	8/4/21	8/4/21
249	Address Owner Punch List	10 days	8/5/21	8/18/21
250	Touch Up Clean	2 days	8/19/21	8/20/21
251	6th Floor Final Owner Walk	1 day	8/23/21	8/23/21
252	Final Inspections/TCO	3 days	8/24/21	8/26/21
253	Turnover Floor	1 day	8/27/21	8/27/21
254	Building B-3	530 days	11/11/19	11/19/21
255	Site Work and Foundations	190 days	1/1/20	9/22/20
256	Rough Grading	20 days	1/1/20	1/28/20

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Southbridge.Owner Construction Schedule 11/8/19

Exhibit A

ID	Task Name	Duration	Start	Finish
257	Storm Detention Piping	35 days	1/1/20	2/18/20
258	Deep Foundation - Geo Piers - Test and Install	40 days	2/26/20	4/21/20
259	Foundation	25 days	4/15/20	5/19/20
260	MEP Undergrounds	30 days	7/1/20	8/11/20
261	Slab On Grade	15 days	9/2/20	9/22/20
262	Site Work and Utilities	248 days	1/31/20	1/12/21
263	Storm and Sanitary	25 days	4/15/20	5/19/20
264	Water Service	15 days	5/20/20	6/9/20
265	Temp Electric Service	15 days	1/31/20	2/20/20
266	Electrical Service	115 days	7/15/20	12/22/20
267	Cable and Data Service	15 days	12/23/20	1/12/21
268	Structural Framing	412 days	11/11/19	6/8/21
269	1st Floor CMU Shafts	10 days	5/20/20	6/2/20
270	Precast Construction/Structural Topping	25 days	5/27/20	6/30/20
271	2nd Floor - Roof CMU Shafts	25 days	7/1/20	8/4/20
272	2nd Floor	15 days	7/15/20	8/4/20
273	3rd Floor	15 days	8/5/20	8/25/20
274	4th Floor	15 days	8/26/20	9/15/20
275	5th Floor	15 days	9/16/20	10/6/20
276	6th Floor	15 days	10/7/20	10/27/20
277	Roof Structure/Roofing	20 days	10/28/20	11/24/20
278	Elevator Install	80 days	12/23/20	4/13/21
279	Exterior Buildout	105 days	11/11/19	4/3/20
280	East Façade	60 days	9/30/20	12/22/20
281	Window Install	20 days	9/30/20	10/27/20
282	Patio Door Install	20 days	9/30/20	10/27/20
283	Brick Façade	20 days	10/21/20	11/17/20
284	Hardie Façade	10 days	11/4/20	11/17/20
285	Metal Panel Façade	30 days	10/21/20	12/1/20
286	Balconies	15 days	11/11/20	12/1/20
287	Exterior Storefront	20 days	11/25/20	12/22/20
288	South Façade	45 days	10/28/20	12/29/20
289	Window Install	10 days	10/28/20	11/10/20
290	Patio Door Install	10 days	10/28/20	11/10/20
291	Brick Façade	10 days	11/18/20	12/1/20
292	Hardie Façade	5 days	11/25/20	12/1/20
293	Metal Panel Façade	30 days	11/18/20	12/29/20
294	Balconies	5 days	12/2/20	12/8/20
295	Exterior Storefront	5 days	12/23/20	12/29/20
296	West Façade	125 days	11/11/20	5/4/21

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Southbridge.Owner Construction Schedule 11/8/19

Exhibit A

ID	Task Name	Duration	Start	Finish
297	Window Install	20 days	11/11/20	12/8/20
298	Patio Door Install	20 days	11/11/20	12/8/20
299	Brick Façade	25 days	3/24/21	4/27/21
300	Hardie Façade	10 days	4/7/21	4/20/21
301	Metal Panel Façade	30 days	3/24/21	5/4/21
302	Balconies	10 days	4/21/21	5/4/21
303	North Façade	130 days	12/9/20	6/8/21
304	Window Install	10 days	12/9/20	12/22/20
305	Patio Door Install	10 days	12/9/20	12/22/20
306	Brick Façade	10 days	4/28/21	5/11/21
307	Hardie Façade	5 days	5/12/21	5/18/21
308	Metal Panel Façade	30 days	4/28/21	6/8/21
309	Balconies	5 days	5/19/21	5/25/21
310	Exterior Storefront	5 days	12/30/20	1/5/21
311	Interior Buildout	303 days	9/23/20	11/19/21
312	1st Floor	249 days	9/23/20	9/6/21
313	Framing	20 days	9/23/20	10/20/20
314	CMU Walls (Electric Room, Bike Storage, Trash Room)	15 days	9/23/20	10/13/20
315	MEP Rough and Inspections	30 days	10/14/20	11/24/20
316	Insulation	15 days	12/23/20	1/12/21
317	Stock Drywall	3 days	1/13/21	1/15/21
318	Drywall & Tape	30 days	1/18/21	2/26/21
319	Measure for Millwork	1 day	3/1/21	3/1/21
320	Carpentry Trim Intall	10 days	3/1/21	3/12/21
321	Paint Prime	15 days	3/15/21	4/2/21
322	Millwork Install	20 days	4/5/21	4/30/21
323	Electrical Plug & Switch	10 days	5/3/21	5/14/21
324	Flooring	15 days	5/10/21	5/28/21
325	MEPFP Trims	20 days	5/31/21	6/25/21
326	Final Paint	10 days	6/28/21	7/9/21
327	Rough Clean	5 days	7/12/21	7/16/21
328	MCC Completion List	1 day	7/12/21	7/12/21
329	Address MCC Completion List / Install Blinds	15 days	7/13/21	8/2/21
330	Final Clean	5 days	8/3/21	8/9/21
331	Initial Owner Walk/Punch List	1 day	8/10/21	8/10/21
332	Address Owner Punch List	10 days	8/11/21	8/24/21
333	Touch Up Clean	2 days	8/25/21	8/26/21
334	1st Floor Final Owner Walk	1 day	8/27/21	8/27/21
335	Final Inspections/TCO	5 days	8/30/21	9/3/21

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Southbridge.Owner Construction Schedule 11/8/19

Exhibit A

ID	Task Name	Duration	Start	Finish
336	Turnover Floor	1 day	9/6/21	9/6/21
337	2nd Floor	214 days	11/25/20	9/20/21
338	MEP Rough and Inspections	35 days	11/25/20	1/12/21
339	Insulation	15 days	1/13/21	2/2/21
340	Stock Drywall	3 days	2/3/21	2/5/21
341	Drywall & Tape	30 days	2/8/21	3/19/21
342	Measure for Cabinets	2 days	3/22/21	3/23/21
343	Deliver Carpentry Trim & Interior Doors	1 day	3/24/21	3/24/21
344	Carpentry Trim Intall	10 days	3/25/21	4/7/21
345	Paint Prime	10 days	4/8/21	4/21/21
346	Electrical Plug & Switch	10 days	4/22/21	5/5/21
347	Flooring	15 days	5/6/21	5/26/21
348	Deliver Cabinets	1 day	5/27/21	5/27/21
349	Cabinet Install	10 days	5/28/21	6/10/21
350	Countertop Install	5 days	6/11/21	6/17/21
351	MEPFP Trims	15 days	6/18/21	7/8/21
352	Corridor Finishes	15 days	7/9/21	7/29/21
353	Final Paint	10 days	7/9/21	7/22/21
354	Rough Clean	5 days	7/23/21	7/29/21
355	MCC Completion List	1 day	7/23/21	7/23/21
356	Address MCC Completion List / Install Blinds	15 days	7/26/21	8/13/21
357	Final Clean	5 days	8/16/21	8/20/21
358	Initial Owner Walk/Punch List	1 day	8/23/21	8/23/21
359	Address Owner Punch List	10 days	8/24/21	9/6/21
360	Touch Up Clean	2 days	9/7/21	9/8/21
361	2nd Floor Final Owner Walk	1 day	9/9/21	9/9/21
362	Final Inspections/TCO	5 days	9/10/21	9/16/21
363	Turnover Floor	2 days	9/17/21	9/20/21
364	3rd Floor	189 days	12/30/20	9/20/21
365	MEP Rough and Inspections	30 days	12/30/20	2/9/21
366	Insulation	10 days	2/10/21	2/23/21
367	Stock Drywall	3 days	2/24/21	2/26/21
368	Drywall & Tape	30 days	3/1/21	4/9/21
369	Measure for Cabinets	2 days	4/12/21	4/13/21
370	Deliver Carpentry Trim & Interior Doors	1 day	4/14/21	4/14/21
371	Carpentry Trim Intall	10 days	4/15/21	4/28/21
372	Paint Prime	10 days	4/29/21	5/12/21
373	Electrical Plug & Switch	10 days	5/13/21	5/26/21
374	Flooring	15 days	5/20/21	6/9/21
375	Deliver Cabinets	1 day	6/10/21	6/10/21

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Southbridge.Owner Construction Schedule 11/8/19 Exhibit A

ID	Task Name	Duration	Start	Finish
376	Cabinet Install	10 days	6/11/21	6/24/21
377	Countertop Install	5 days	6/25/21	7/1/21
378	MEFPF Trims	10 days	7/2/21	7/15/21
379	Corridor Finishes	15 days	7/16/21	8/5/21
380	Final Paint	10 days	7/16/21	7/29/21
381	Rough Clean	5 days	7/30/21	8/5/21
382	MCC Completion List	1 day	7/30/21	7/30/21
383	Address MCC Completion List / Install Blinds	13 days	8/2/21	8/18/21
384	Final Clean	5 days	8/19/21	8/25/21
385	Initial Owner Walk/Punch List	1 day	8/26/21	8/26/21
386	Address Owner Punch List	10 days	8/27/21	9/9/21
387	Touch Up Clean	2 days	9/10/21	9/13/21
388	3rd Floor Final Owner Walk	1 day	9/14/21	9/14/21
389	Final Inspections/TCC	3 days	9/15/21	9/17/21
390	Turnover Floor	1 day	9/20/21	9/20/21
391	4th Floor	198 days	1/20/21	10/22/21
392	MEP Rough and Inspections	30 days	1/20/21	3/2/21
393	Insulation	10 days	3/3/21	3/16/21
394	Stock Drywall	3 days	3/17/21	3/19/21
395	Drywall & Tape	30 days	3/22/21	4/30/21
396	Measure for Cabinets	2 days	5/3/21	5/4/21
397	Deliver Carpentry Trim & Interior Doors	1 day	5/5/21	5/5/21
398	Carpentry Trim Intall	10 days	5/6/21	5/19/21
399	Paint Prime	10 days	5/20/21	6/2/21
400	Electrical Plug & Switch	10 days	6/3/21	6/16/21
401	Flooring	15 days	6/10/21	6/30/21
402	Deliver Cabinets	1 day	7/1/21	7/1/21
403	Cabinet Install	10 days	7/2/21	7/15/21
404	Countertop Install	5 days	7/16/21	7/22/21
405	MEFPF Trims	15 days	7/23/21	8/12/21
406	Corridor Finishes	15 days	8/13/21	9/2/21
407	Final Paint	10 days	8/13/21	8/26/21
408	Rough Clean	5 days	8/27/21	9/2/21
409	MCC Completion List	1 day	8/27/21	8/27/21
410	Address MCC Completion List / Install Blinds	15 days	8/30/21	9/17/21
411	Final Clean	5 days	9/20/21	9/24/21
412	Initial Owner Walk/Punch List	1 day	9/27/21	9/27/21
413	Address Owner Punch List	10 days	9/28/21	10/11/21
414	Touch Up Clean	2 days	10/12/21	10/13/21
415	4th Floor Final Owner Walk	1 day	10/14/21	10/14/21

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Southbridge.Owner Construction Schedule 11/8/19

Exhibit A

ID	Task Name	Duration	Start	Finish
416	Final Inspections/TCO	5 days	10/15/21	10/21/21
417	Turnover Floor	1 day	10/22/21	10/22/21
418	5th Floor	173 days	2/24/21	10/22/21
419	MEP Rough and Inspections	25 days	2/24/21	3/30/21
420	Insulation	5 days	3/31/21	4/6/21
421	Stock Drywall	3 days	4/7/21	4/9/21
422	Drywall & Tape	25 days	4/12/21	5/14/21
423	Measure for Cabinets	2 days	5/17/21	5/18/21
424	Deliver Carpentry Trim & Interior Doors	1 day	5/19/21	5/19/21
425	Carpentry Trim Intall	10 days	5/20/21	6/2/21
426	Paint Prime	10 days	6/3/21	6/16/21
427	Electrical Plug & Switch	10 days	6/17/21	6/30/21
428	Flooring	15 days	6/24/21	7/14/21
429	Deliver Cabinets	1 day	7/15/21	7/15/21
430	Cabinet Install	10 days	7/16/21	7/29/21
431	Countertop Install	5 days	7/30/21	8/5/21
432	MEPFP Trims	10 days	8/6/21	8/19/21
433	Corridor Finishes	15 days	8/20/21	9/9/21
434	Final Paint	10 days	8/20/21	9/2/21
435	Rough Clean	5 days	9/3/21	9/9/21
436	MCC Completion List	1 day	9/3/21	9/3/21
437	Address MCC Completion List / Install Blinds	13 days	9/6/21	9/22/21
438	Final Clean	5 days	9/23/21	9/29/21
439	Initial Owner Walk/Punch List	1 day	9/30/21	9/30/21
440	Address Owner Punch List	10 days	10/1/21	10/14/21
441	Touch Up Clean	2 days	10/15/21	10/18/21
442	5th Floor Final Owner Walk	1 day	10/19/21	10/19/21
443	Final Inspections/TCO	2 days	10/20/21	10/21/21
444	Turnover Floor	1 day	10/22/21	10/22/21
445	6th Floor	183 days	3/10/21	11/19/21
446	MEP Rough and Inspections	25 days	3/10/21	4/13/21
447	Insulation	10 days	4/14/21	4/27/21
448	Stock Drywall	3 days	4/28/21	4/30/21
449	Drywall & Tape	30 days	5/3/21	6/11/21
450	Measure for Cabinets	2 days	6/14/21	6/15/21
451	Deliver Carpentry Trim & Interior Doors	1 day	6/16/21	6/16/21
452	Carpentry Trim Intall	10 days	6/17/21	6/30/21
453	Paint Prime	10 days	7/1/21	7/14/21
454	Electrical Plug & Switch	10 days	7/15/21	7/28/21
455	Flooring	15 days	7/22/21	8/11/21

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Southbridge.Owner Construction Schedule 11/8/19

Exhibit A

ID	Task Name	Duration	Start	Finish
456	Deliver Cabinets	1 day	8/12/21	8/12/21
457	Cabinet Install	10 days	8/13/21	8/26/21
458	Countertop Install	5 days	8/27/21	9/2/21
459	MEPPF Trims	10 days	9/3/21	9/16/21
460	Corridor Finishes	15 days	9/17/21	10/7/21
461	Final Paint	10 days	9/17/21	9/30/21
462	Rough Clean	5 days	10/1/21	10/7/21
463	MCC Completion List	1 day	10/1/21	10/1/21
464	Address MCC Completion List / Install Blinds	13 days	10/4/21	10/20/21
465	Final Clean	5 days	10/21/21	10/27/21
466	Initial Owner Walk/Punch List	1 day	10/28/21	10/28/21
467	Address Owner Punch List	10 days	10/29/21	11/11/21
468	Touch Up Clean	2 days	11/12/21	11/15/21
469	6th Floor Final Owner Walk	1 day	11/16/21	11/16/21
470	Final Inspections/TCO	2 days	11/17/21	11/18/21
471	Turnover Floor	1 day	11/19/21	11/19/21
472	B4 Sitework	35 days	4/1/21	5/19/21
473	Street Lighting	30 days	4/5/21	5/14/21
474	Paving	35 days	4/1/21	5/19/21
475	Sidewalks & Curbs	15 days	4/1/21	4/21/21
476	Pavers	25 days	4/15/21	5/19/21
477	Parking Lot Asphalt	10 days	5/6/21	5/19/21
478	Landscaping	25 days	4/1/21	5/5/21
479	B3 Sitework	60 days	4/22/21	7/14/21
480	Street Lighting	1 day	5/17/21	5/17/21
481	Paving	60 days	4/22/21	7/14/21
482	Sidewalks & Curbs	20 days	4/22/21	5/19/21
483	Pavers	30 days	5/20/21	6/30/21
484	Parking Lot Asphalt	10 days	7/1/21	7/14/21
485	Landscaping	30 days	5/6/21	6/16/21
486	Occupancy	158 days	5/10/21	12/17/21
487	B4 Floor: Leasing Center Occupancy	0 days	5/10/21	5/10/21
488	B4 Floor: 1st Common Amenities - 2nd -Partial Occupancy	0 days	5/21/21	5/21/21
489	B4 Floor: 3rd - Partial Occupancy	0 days	6/25/21	6/25/21
490	B4 Floor: 4th -Partial Occupancy	0 days	7/16/21	7/16/21
491	B4 Floor: 5th -Partial Occupancy	0 days	8/6/21	8/6/21
492	B4 Floor: 6th -Partial Occupancy	0 days	8/27/21	8/27/21
493	B4 Commercial Shell	0 days	9/24/21	9/24/21
494	B4 Project Completion -Final Occupancy	0 days	12/17/21	12/17/21

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Southbridge.Owner Construction Schedule 11/8/19

Exhibit A

ID	Task Name	Duration	Start	Finish
495	B3 Floors: 1st & 2nd - Partial Occupancies	0 days	9/20/21	9/20/21
496	B3 Floor: 3rd - Partial Occupancy	0 days	9/20/21	9/20/21
497	B3 Floor: 4th - Partial Occupancy	0 days	10/22/21	10/22/21
498	B3 Floor: 5th - Partial Occupancy	0 days	10/22/21	10/22/21
499	B3 Floor: 6th - Partial Occupancy	0 days	11/19/21	11/19/21
500	B3 Commercial Shell	0 days	12/3/21	12/3/21
501	B3 Project Completion -Final Occupancy	0 days	12/17/21	12/17/21

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EXHIBIT D

HOME ELIGIBLE AND HOME INELIGIBLE COSTS

Eligible Costs

Land	\$87
Hard Costs	\$15,349,928
Soft Costs (less ineligibles below)	<u>\$10,632,405</u>
TOTAL ELIGIBLE	\$25,982,420 *

HOME Ineligible Costs

Item	Amount
Hard Costs – Market-Rate Units	\$20,081,165
Commercial Construction Costs	\$4,345,061
Soft Costs	
Issuer & Application Fees	\$183,857
Bond Issuance Fees	\$0
Real Estate Tax Escrow	\$110,333
Insurance Escrow	\$307,168
Operating Reserve	\$403,675
Lease-Up Reserve	\$515,729
Real Estate Tax Reserve	\$113,347
Insurance Reserve	\$47,267
Replacement Reserve	\$36,366
Soft Costs (related to market rate units)	\$1,381,612
Deferred Developer Fee	<u>\$1,382,319 **</u>
TOTAL INELIGIBLES	\$27,525,580

* City Loan: \$10,000 of the City Loan proceeds will be held back until the final installments of the developer's fee is paid, as the last disbursement of City Loan proceeds triggers the City's requirement by HUD to close-out the HOME account within 120 days.

** Deferred Developer Fee: Will be paid outside of this budget, and can only be drawn when operating income exceeds operating expenses

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EXHIBIT D

ANNUAL OWNER'S CERTIFICATION (AOC) FOR PROJECT RECEIVING HOME FUNDS FROM THE CITY OF CHICAGO, DEPARTMENT OF HOUSING

Owner: _____

Project Name: _____

Project Number: _____

Owner Federal Employer Identification Number: _____

The City of Chicago, Illinois, acting by and through its Department of Housing (the "City"), has entered into a Housing Loan Agreement dated as of January 16, 2020 with the Borrower pursuant to which the City has loaned HOME Funds to the Borrower for the Project. The Borrower is required to maintain certain records concerning the Project and the City is required to monitor the Project's compliance with the HOME Regulations and the agreements executed by the City and the Borrower in connection with the Project. The Borrower further agreed, in the Regulatory Agreement dated as of January 16, 2020 between the City and the Borrower (the "Regulatory Agreement"), to maintain certain records and prepare and deliver certain reports to the City. The Borrower shall not increase rents for units of the Project during any year during the Project Term until Borrower submits a rent increase approval request, in the form attached as Schedule III hereto, to DOH and receives DOH's approval of such rent increase. This Annual Owner's Certification must be completed in its entirety and must be executed by the Borrower, notarized and returned to the City by October of each year for the period commencing on the earlier of (a) October of the first year of the Compliance Period, or (b) the first October following completion of the construction or rehabilitation of the Project, and ending on the later of (1) the first October following the end of the Compliance Period, or (2) the first October following the Termination Date. In addition, a copy of Schedule I must be completed for each building which comprises a part of the Project. No changes may be made to the language contained herein without the prior approval of the City. Except as otherwise specifically indicated, capitalized terms contained herein shall have the meanings ascribed to them in the Regulatory Agreement.

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A. INFORMATION

1. Please list the building identification numbers and address for each building included in the Project: (If there are additional buildings in the Project, please provide the requested information on a separate sheet and attach to this document.)

<u>Building Identification Number</u>	<u>Building Address</u>
---------------------------------------	-------------------------

2. Complete Schedule I for each building included in the Project.
3. Has any change occurred, either directly or indirectly, (a) in the identity of the Borrower, (b) in the identity of any general partner(s), if any, of the Borrower, (c) in the ownership of any interests in any general partner of the Borrower or in any shareholder, trustee or beneficiary of the Borrower, or (d) which would otherwise cause a change in the identity of the individuals who possess the power to direct the management and policies of the Borrower since the date of the Regulatory Agreement or the most recent Annual Owner's Certification?

Yes _____ No _____

If Yes, provide all the appropriate documents.

4. Have the Borrower's organizational documents been amended or otherwise modified since they were submitted to the City?

Yes _____ No _____

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If Yes, provide all amendments and modifications of the Borrower's organizational documents.

5. Provide the City with independently audited financial statements for the Project for the most recent fiscal year, including an income and expense statement, a balance sheet listing assets and liabilities, a detailed schedule of operating, maintenance and administrative expenses and a cash flow statement.

6. If the date of this Annual Owner's Certification is not later than the first _____ following the Termination Date, the following certifications apply:
 - (a) The Borrower hereby certifies to the City that (1) the Project is in full compliance with all currently applicable provisions of the HOME Regulations, (2) the Project shall continue to comply with the HOME Regulations during the Project Term as required by the HOME Regulations, and (3) no change shall occur in the Borrower or any general partner, if any, of the Borrower without the prior written consent of the City, except as may be permitted pursuant to Section 8 of the Mortgage.

 - (b) Provide to the City copies of each lease and each Tenant Income Certification executed in connection with the HOME Units since the later of the execution of the Regulatory Agreement or the last Annual Owner's Certification submitted to the City. For each such HOME Unit, provide to the City the data with respect to tenant characteristics as required by the Regulatory Agreement.

 - (c) Provide the City with evidence of compliance with the Regulatory Agreement since the later of the execution of the Regulatory Agreement or the last Annual Owner's Certification, including copies of any required notices given to prospective tenants regarding lead-based paint with the signature of each tenant in a HOME Unit. [24 C.F.R. '35.5(b)(1)]

 - (d) Did the Project cause the displacement of any People?

Yes _____
No _____

If Yes, provide evidence to the City of compliance with the Regulatory Agreement, including the information required under 24 C.F.R. Section 92.508(a)(7)(iv). (The information required by this question need only be supplied to the City once.)

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- (e) If there are 12 or more HOME Units, provide to the City payroll records of the General Contractor indicating compliance with the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act.
- (f) Provide to the City evidence of compliance with the affirmative marketing requirements of the Regulatory Agreement.
- (g) Provide the City all data on the amount and use of program income for projects, including the number of projects and owner and tenant characteristics, and data on emergency transfers requested under 24 CFR 5.2005(e) and 24 CFR 92.359, pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests

B. REPRESENTATIONS, WARRANTIES AND COVENANTS

The Borrower hereby represents and warrants to the City that each of the following statements is true and accurate and covenants as follows:

1. The Borrower is [check as applicable]:
 - (a) an individual.
 - (b) a group of individuals.
 - (c) a corporation incorporated and in good standing in the State of _____
 - (d) a general partnership organized under the laws of the State of _____
 - (e) a limited partnership organized under the laws of the State of _____
 - (f) other [please describe]: _____
2. The Borrower is [check as applicable] (a) _____ the owner of fee simple title to, or (b) _____ the owner of 100 percent of the beneficial interest in, the hereinafter described Project.
3. The Project consists of _____ building(s) containing a total of _____ residential unit(s).
4. If the date of this Annual Owner's Certification is (a) not prior to the start of the Compliance Period and (b) not later than the first _____ following the end of the Compliance Period, the following subparagraphs apply:
 - (a) For the 12-month period preceding the date hereof (the "Year"):
 1. 20 percent or more of the residential units in the Project were both rent-restricted and occupied by individuals (the whose income as of the first

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date of initial occupancy was 50 percent or less of area median income ("Very Low-Income Tenant");

2. the Borrower has received an annual income certification from each Eligible Tenant in substantially the form attached hereto as Schedule II or in such other form as shall have been approved by the City (a "Tenant Income Certification") and documentation to support that Tenant Income Certification and the Borrower assisted each of the Eligible Tenants in completing the Tenant Income Certifications if necessary;

all of the units in the Project were for use by the general public and used on a nontransient basis, all of which units complied with the applicable requirements of the HOME Regulations;

4. each building in the Project was suitable for occupancy, taking into account the health, safety and building codes of the City;
5. all tenant facilities included in the Eligible Basis of any building in the Project, such as swimming pools, other recreational facilities and parking areas, were provided on a comparable basis to all tenants in such building;

(b) Any savings realized in a construction line item of the Project were either dedicated to the benefit of the Project through enhancement of the Project, and except as disclosed to and approved by the City, no amounts paid or payable to the Borrower as developer fees exceeded the amount set forth in the Borrower's original application for the Loan and such fees will not be increased without the consent of the City.

(c) Schedule II attached hereto constitutes a true, correct and complete schedule showing, for the Year, the rent charged for each HOME Unit in the Project and the income of the Eligible Tenants in each HOME Unit.

(d) None of the incomes of the Eligible Tenants exceeds the applicable limits under the HOME Regulations.

5. The Project is in compliance with all of the currently applicable requirements of the National Affordable Housing Act, the HOME Regulations, and the Regulatory Agreement. The Borrower will take whatever action is required to ensure that the Project complies with all requirements imposed by the National Affordable Housing Act, the HOME Regulations, and the Regulatory Agreement during the periods required thereby.

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- The Borrower shall retain all tenant selection documents, which include but are not limited to: income verification, employment verification, credit reports, leases and low-income computation forms, to be available for periodic inspections by the City or its representative. The City, at its option, can periodically inspect the Project, and all tenancy-related documents to determine continued compliance of the Project with all applicable requirements.
6. No litigation or proceedings are pending or, to the Borrower's knowledge, threatened, which may affect the interest of the Borrower in the Project or the ability of the Borrower to perform its obligations with respect thereto, except as disclosed on Schedule attached hereto.
 7. The Borrower has taken affirmative action to ensure that women- and minority-owned businesses have had the maximum opportunity to compete for and perform as contractors for supplies and/or services, and will continue to do so with future contracts and awards as provided in Sections 2-92-420 through 2-92-570, inclusive, of the Municipal Code of Chicago, as from time to time supplemented, amended and restated.
 8. All units in each building included in the Project are affirmatively marketed and available for occupancy by all persons regardless of race, color, national origin, sex, religion, familial status, or disability.
 9. The Borrower has not demolished any part of the Project or substantially subtracted from any real or personal property of the Project or permitted the use of any residential rental unit for any purpose other than rental housing. The Borrower has used its best efforts to repair and restore the Project to substantially the same condition as existed prior to the occurrence of any event causing damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of the Regulatory Agreement.
 10. The Borrower is in possession of all records which it is required to maintain pursuant to the terms of the National Affordable Housing Act, the HOME Regulations, and the Regulatory Agreement, as well as any additional records which the City has determined to be necessary to the compliance and administration of the Project.
 11. The Borrower has not executed any agreement with provisions contradictory to, or in opposition to, the provisions of the Regulatory Agreement and in any event the requirements of the Regulatory Agreement are paramount and controlling as to the rights and obligations therein set forth and supersede any other requirements in conflict therewith. The Borrower shall continue to cooperate with the City and furnish such documents, reports, exhibits or showings as are required by the National Affordable

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Housing Act, the HOME Regulations, and the Regulatory Agreement and the City or the City's counsel.

12. The Borrower shall, annually, provide to the City data on the amount and use of program income for projects, including the number of projects and owner and tenant characteristics, and data on emergency transfers requested under 24 CFR 5.2005(e) and 24 CFR 92.359, pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests. The Borrower shall cooperate with the City on collecting and providing the City any additional data reasonably requested by the City for purposes of the City's performance report requirements to HUD set forth at 24 CFR 91.520(e).

If the Borrower is unable to make any representation or warranty set forth above, the Borrower must immediately contact the City and inform the City of the reason that the Borrower is unable to make such representation or warranty; provided, however, that the foregoing shall not be deemed to negate any notice and/or cure periods available to the Borrower under the Loan Documents (as defined in the Regulatory Agreement).

Under penalties of perjury, the Borrower declares that, to the best of its knowledge and belief, each response, representation, warranty and document delivered by the Borrower in connection herewith is true, correct and complete and will continue to be true, correct and complete.

C. INDEMNIFICATION

The Borrower hereby agrees to fully and unconditionally indemnify, defend and hold harmless the City from and against any judgments, losses, liabilities, damages (including consequential damages), costs and expenses of whatsoever kind or nature, including, without limitation, attorneys' fees, expert witness fees, and any other professional fees and litigation expenses or other obligations, incurred by the City that may arise in any manner out of or in connection with actions or omissions which result from the Borrower's responses or documents provided pursuant to the terms of this Annual Owner's Certification, including breaches of the representations and warranties herein contained, other than those judgments, losses, liabilities, damages, costs and expenses arising out of the City's gross negligence or willful misconduct following the City's acquisition of title to or control of the Project, unless such act is taken in response to (1) any willful misconduct or negligent act or omission of the Borrower, the General Partner, if any, or the Borrower, if any (as the last two terms are defined in the Loan Agreement), or (2) any breach (other than failure to repay the Loan) by the Borrower, the General Partner, if any, or the Borrower, if any, of any provisions of the instruments executed by the Borrower, the General Partner, if any, or the Borrower, if any, in connection with the Loan.

IN WITNESS WHEREOF, the Borrower has executed this Annual Owner's Certification this _____ day of _____, _____.

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BORROWER: _____

By: _____

Its: _____

Subscribed and sworn to before me this
___ day of _____, _____.

Notary Public
(SEAL)

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COOK COUNTY
CLERK OF COURTS

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SCHEDULE I

Borrower: _____

Mailing Address: _____

Date of Regulatory Agreement: _____

Project Name and No.: _____

Building Address: _____

Building Identification Number: _____

1. Number of Residential Rental Units in this Building:

Studios _____	1 Br _____	2 Br _____
3 Br _____	4 Br _____	5 or more Br _____

2. Total Square Feet of space contained in Residential Rental Units in this Building: _____

3.

(a) Note utilities paid by tenants:

(b) Note utilities paid by Borrower for which tenants reimburse Borrower:

(c) For each Residential Rental Unit in the Project, provide the following:

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- 7. Have any Low-Income Families or Very Low-Income Families been evicted since the time of the last Annual Owner's Certification or if this report is the first Annual Owner's Certification filed with respect to this building, since the initial rent-up of this building?

Yes _____ No _____

If Yes, please provide details.

- 8. Has any legal or administrative action been instituted by any Low-Income Family or Very Low-Income Family against the Borrower?

Yes _____ No _____

If Yes, please provide details.

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SCHEDULE II

TENANT INCOME CERTIFICATION (TIC)

See attached

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CLERK'S OFFICE

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**ANNUAL INCOME CERTIFICATION/RECERTIFICATION
(TO BE COMPLETED BY OWNER/MANAGEMENT)**

TENANT INCOME CERTIFICATION

Initial Certification Recertification Other _____

Effective Date: _____

Move-in Date: _____
(MM/DD/YYYY)

PART I. DEVELOPMENT DATA

Property Name: _____ TC #: _____

Property Address: _____ City: _____ State: _____ Zip: _____

BIN #: _____ County: _____ Unit Number: _____ # Bedrooms: _____

PART II. HOUSEHOLD COMPOSITION

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)	Social Security or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						
6						
7						

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	\$ _____	\$ _____	\$ _____	\$ _____
Add totals from (A) through (D), above				TOTAL INCOME (E): \$ _____

PART IV. INCOME FROM ASSETS

HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS:			\$ _____	\$ _____
Enter Column (H) Total If over \$5000		\$ _____	Passbook Rate X Currently 2.00%	= (J) Imputed Income \$ _____
Enter the greater of the total of column I, or J: imputed income				TOTAL INCOME FROM ASSETS (K) \$ _____
(L) Total Annual Household Income from all Sources [Add (E) + (K)]				\$ _____

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PART V: DETERMINATION OF INCOME ELIGIBILITY		RECERTIFICATION ONLY:
TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1	\$	Household Meets Income Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> Other _____%
Current Income Limit per Family Size:	\$ _____	Current Income Limit x 140%: \$ _____ Household Income exceeds 140% at recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No
Household Income at Move-in:	\$ _____	Household Size at Move-in: _____

PART VI: RENT	
Tenant Paid Rent \$ _____	Rent Assistance: \$ _____
Utility Allowance \$ _____	Other non-optional charges: \$ _____
GROSS RENT FOR UNIT: (Tenant paid rent plus Utility Allowance & other non-optional charges)	\$
Maximum Rent Limit for this unit: (as of recertification effective date)	\$ _____
Unit Meets Rent Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> Other _____%	

PART VII: STUDENT STATUS	
ARE ALL OCCUPANTS FULL TIME STUDENTS? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Enter student explanation* (also attach documentation) Enter 1-5
*Student Explanation: 1 TANF assistance 2 Job Training Program 3 Single parent/dependent child 4 Married/joint return 5 Former Foster Child	

PART VIII: PROGRAM TYPE				
Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.				
a. Tax Credit <input type="checkbox"/> See Part V above.	b. HOME <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> ≤ 50% AMGI <input type="checkbox"/> ≤ 60% AMGI <input type="checkbox"/> ≤ 80% AMGI <input type="checkbox"/> OI**	c. Tax Exempt <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> ≤ 50% AMGI <input type="checkbox"/> ≤ 60% AMGI <input type="checkbox"/> ≤ 80% AMGI <input type="checkbox"/> OI**	d. AHDP <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> ≤ 50% AMGI <input type="checkbox"/> ≤ 80% AMGI <input type="checkbox"/> OI**	e. Other _____ <input type="checkbox"/> <i>(Name of Program)</i> <i>Income Status</i> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> OI**
** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.				

PART IX: HOUSEHOLD DEMOGRAPHIC			
HH Mbr #	Race Code	Ethnicity Code	Disabled? (Y/N)
1			
2			
3			
4			
5			
6			
7			

Race Code	
1	White
2	Black/African American
3	American Indian/Alaska Native
4	Asian
5	Native Hawaiian/other Pacific Island
6	Other

Ethnicity Code	
1	Hispanic or Latino
2	Not Hispanic or Latino

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HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student. I/we agree to provide upon request source documents evidencing the income and other information disclosed above. I/we consent and authorize the disclosure of such information and any such source documents to the City, County or IHDA and HUD and any agent acting on their behalf. I/we understand that the submission of this information is one of the requirements for tenancy and does not constitute an approval of my application, or my acceptance as a tenant.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

_____ Signature	_____ (Date)	_____ Signature	_____ (Date)
_____ Signature	_____ (Date)	_____ Signature	_____ (Date)

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, the Land Use Restriction Agreement (if applicable), and Section 1602 Program requirements (if applicable) to live in a unit in this Project.

_____ SIGNATURE OF OWNER/REPRESENTATIVE	_____ DATE
--	---------------

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INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I - Development Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

Move-in Date Enter the date the tenant has or will take occupancy of the unit.

Effective Date Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous (re)certification.

Property Name Enter the name of the development.

County Enter the county (or equivalent) in which the building is located.

BIN # Enter the Building Identification Number (BIN) assigned to the building (from IRS Form 8609).

TC # Enter the Tax Credit Identification Number for the development.

Property Address Enter the address of the building.

Unit Number Enter the unit number.

Bedrooms Enter the number of bedrooms in the unit.

Part II - Household Composition

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following coded definitions:

H	-	Head of household	S	-	Spouse
A	-	Adult co-tenant	O	-	Other family member
C	-	Child	F	-	Foster child(ren)/adult(s)
L	-	Live-in caretaker	N	-	None of the above

Enter the date of birth, student status, and social security number or alien registration number for each occupant.

If there are more than 7 occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III - Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the twelve months from the effective date of the (re)certification. Indicate the anticipated income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family age 18 or older. Complete a separate line for each income-earning member. List the respective household member number from Part II.

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- Column (A) Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.
- Column (B) Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.
- Column (C) Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).
- Column (D) Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.
- Row (E) Add the totals from columns (A) through (D), above. Enter this amount.

Part IV - Income from Assets

See HUD Handbook 4350.2 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the twelve months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

- Column (F) List the type of asset (i.e., checking account, savings account, etc.)
- Column (G) Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).
- Column (H) Enter the cash value of the respective asset.
- Column (I) Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).
- TOTALS Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 2% (or current passbook rate, if different) and enter the amount in (J), Imputed Income.

- Row (K) Enter the greater of the total in Column (I) or (J)
- Row (L) Total Annual Household Income From all Sources Add (E) and (K) and enter the total

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than 5 days prior to the effective date of the certification.

Part V – Determination of Income Eligibility

- Total Annual Household Income from all Sources Enter the number from item (L).
- Current Income Limit per Family Size Enter the Current Move-in Income Limit for the household size.

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Household income at move-in	For recertifications, only. Enter the household income from the move-in certification. On the adjacent line, enter the number of household members from the move-in certification.
Household size at move-in	
Household Meets Income Restriction	Check the appropriate box for the income restriction that the household meets according to what is required by the set-aside(s) for the project.
Current Income Limit x 140%	For recertifications only. Multiply the Current Maximum Move-in Income Limit by 140% and enter the total. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the current income limit, then the available unit rule must be followed.

Part VI - Rent

Tenant Paid Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Rent Assistance	Enter the amount of rent assistance, if any.
Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other non-optional charges	Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges.
Maximum Rent Limit for this unit	Enter the maximum allowable gross rent for the unit.
Unit Meets Rent Restriction at	Check the appropriate rent restriction that the unit meets according to what is required by the set-aside(s) for the project.

Part VII - Student Status

If all household members are full time* students, check "yes". If at least one household member is not a full time student, check "no".

If "yes" is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

*Full time is determined by the school the student attends.

Part VIII - Program Type

Mark the program(s) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification. If the property does not participate in the HOME, Tax-Exempt Bond, Affordable Housing Disposition, or other housing program, leave those sections blank.

Tax Credit	See Part V above.
HOME	If the property participates in the HOME program and the unit this household will occupy will count towards the HOME program set-asides, mark the appropriate box indicating the household's designation.
Tax Exempt	If the property participates in the Tax Exempt Bond Program, mark the appropriate box indicating the household's designation.
AHDP	If the property participates in the Affordable Housing Disposition Program (AHDP), and this household's unit will count towards the set-aside requirements, mark the appropriate box indicating the household's designation.

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Other

If the property participates in any other affordable housing program, complete the information as appropriate.

Part IX – Household Demographic

Please ask applicant/resident(s) to provide their demographic information and disability status. If the applicant/resident(s) refuses, it is management’s responsibility to complete the information based on observation or derived from other sources.

SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner’s representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

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SCHEDULE III

Rent Increase Approval Form

See attached

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I understand that pursuant to the new HOME regulations (effective June 2014) we will implement the above rental increases for HOME assisted units only after the Department of Planning and Development has approved the rental increases in writing. I further understand that any increase which is implemented without written approval will be deemed to be in non-compliance and will be subject to any penalties or sanctions associated with non-compliance.

Date: _____

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EXHIBIT E

Form HUD-4010

See attached

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COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

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of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

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the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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4% TRANSACTION

EXHIBIT F

Applicable Wage Determination

See attached

Property of Cook County
Cook County
Recorder of Deeds Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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"General Decision Number: IL20200009 01/03/2020

Superseded General Decision Number: IL20190009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

ASBE0017-001 06/01/2019

Rates	Fringes
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ASBESTOS WORKER/INSULATOR

Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 50.50	27.80
Fire Stop Technician.....	\$ 40.40	24.54

HAZARDOUS MATERIAL HANDLER

includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain

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asbestos or not, from
mechanical systems.....\$ 37.80 24.54

BOIL0001-001 05/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 46.18	29.58

BRIL0021-001 06/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 44.88	26.62

BRIL0021-004 06/01/2017

	Rates	Fringes
Marble Mason.....	\$ 44.63	26.83

BRIL0021-006 06/01/2017

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 44.36	25.84
TILE FINISHER.....	\$ 38.56	22.10
TILE SETTER.....	\$ 45.49	25.72

BRIL0021-009 06/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.95	26.03

BRIL0021-012 06/01/2017

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 45.42	24.06

CARP0555-001 06/01/2018

BUILDING, HEAVY, AND HIGHWAY

	Rates	Fringes
CARPENTER Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer Building.....	\$ 47.35	32.83
Heavy & Highway.....	\$ 47.35	32.83

CARP0555-002 10/01/2018

RESIDENTIAL CONSTRUCTION

	Rates	Fringes
CARPENTER.....	\$ 38.11	32.83

ELEC0009-003 06/03/2018

	Rates	Fringes
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Line Construction

Groundman.....	\$ 40.48	61.52%
Lineman and Equipment		
Operator.....	\$ 51.90	61.52%

ELEC0134-001 06/03/2019

Rates Fringes

ELECTRICIAN.....	\$ 49.35	3%+34.32
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ELEC0134-003 06/03/2019

Rates Fringes

ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 44.86	3%+24.72

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.

ELEV0002-001 01/01/2019

Rates Fringes

ELEVATOR MECHANIC.....	\$ 56.61	33.705+a+b
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FOOTNOTES:

- a) PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veterans' Day and Christmas Day.
- b) Employer contributes 8% of regular hourly rate as vacation pay credit for employee with more than 5 years of service, and 6% for employee with less than 5 years service

* ENGI0150-006 06/01/2019

Building and Residential Construction

Rates Fringes

OPERATOR: Power Equipment		
GROUP 1.....	\$ 51.10	41.00
GROUP 2.....	\$ 49.80	41.00
GROUP 3.....	\$ 47.25	41.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; Autograde*; Backhoes with Caisson attachment*:Batch Plant*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete Placer*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol*; Pile Drivers amd Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Aotomatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

*-Requires Oiler

* ENGI0150-025 06/01/2019

Heavy and Highway Construction

Rates Fringes

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OPERATOR: Power Equipment

GROUP 1.....	\$ 49.30	41.00
GROUP 2.....	\$ 48.75	41.00
GROUP 3.....	\$ 46.70	41.00
GROUP 4.....	\$ 45.30	41.00
GROUP 5.....	\$ 44.10	41.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes Hammerhead, Linden, Peco and machines of a like nature*; Crawler Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly

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rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw, Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-026 06/01/2019

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 50.88	39.37
Structural and Reinforcing..	\$ 50.63	39.37

IRON0063-001 06/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 48.05	35.93

IRON0063-002 06/01/2018

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 40.88	28.74

IRON0136-001 07/01/2018

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Macinery Erectors.....	\$ 41.00	33.96
Master Riggers.....	\$ 43.50	33.96

LAB0002-006 06/01/2018

	Rates	Fringes
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LABORER (BUILDING & RESIDENTIAL)

GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.72	28.19
GROUP 3.....	\$ 42.80	28.19
GROUP 4.....	\$ 42.82	28.19
GROUP 5.....	\$ 42.87	28.19
GROUP 6.....	\$ 42.92	28.19
GROUP 7.....	\$ 42.95	28.19
GROUP 8.....	\$ 43.05	28.19
GROUP 9.....	\$ 43.07	28.19
GROUP 10.....	\$ 43.17	28.19
GROUP 11.....	\$ 43.00	28.19
GROUP 12.....	\$ 43.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LAB0002-007 06/01/2018

Rates Fringes

LABORER (HEAVY & HIGHWAY)

GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.80	28.19
GROUP 3.....	\$ 42.87	28.19
GROUP 4.....	\$ 43.00	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

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GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixer-men; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

LABO0002-008 06/01/2018

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 43.72	28.19
16 - 20 POUNDS.....	\$ 44.22	28.19
21 - 26 POUNDS.....	\$ 44.72	28.19
27 - 33 POUNDS.....	\$ 45.72	28.19
34 - AND OVER.....	\$ 46.72	28.19
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.85	28.19
GROUP 3.....	\$ 42.95	28.19
GROUP 4.....	\$ 43.07	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen;

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Mortar men; Scaffold men; Second bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABO0225-001 06/01/2018

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 37.52	28.19
GROUP 2.....	\$ 42.72	28.19
GROUP 3.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work

PAIN0014-001 06/01/2018

	Rates	Fringes
PAINTER (including taper).....	\$ 46.55	27.24

PAIN0027-001 06/01/2019

	Rates	Fringes
GLAZIER.....	\$ 44.85	37.72

PLAS0005-002 07/01/2015

	Rates	Fringes
PLASTERER.....	\$ 42.25	26.65

PLAS0502-001 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 45.25	33.48

PLUM0130-001 06/01/2019

	Rates	Fringes
PLUMBER.....	\$ 51.00	31.47

PLUM0597-002 06/01/2018

	Rates	Fringes
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PIPEFITTER.....\$ 44.50 31.44

* ROOF0011-001 12/01/2019

	Rates	Fringes
ROOFER.....	\$ 44.60	24.65

SFIL0281-001 01/01/2018

	Rates	Fringes
SPRINKLER FITTER.....	\$ 48.10	27.05

SHEE0073-001 06/08/2018

	Rates	Fringes
Sheet Metal Worker.....	\$ 44.25	37.02

SHEE0073-002 06/08/2018

	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	\$ 31.32	37.02

TEAM0731-001 06/01/2017

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 35.60	22.10
4 Axles.....	\$ 35.85	22.10
5 Axles.....	\$ 36.05	22.10
6 Axles.....	\$ 36.25	22.10

FOOTNOTES:

- A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.
- C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0731-002 03/01/2012

	Rates	Fringes
Traffic Control Device Monitor TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and		

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

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determination. 08/29/2011 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

9/3/2019

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"General Decision Number: IL20190020 08/09/2019

Superseded General Decision Number: IL20180020

State: Illinois

Construction Types: Building Landscape, Heavy Landscape,
Highway Landscape and Residential Landscape

Counties: Boone, Cook, De Kalb, Du Page, Grundy, Henry, Kane,
Kankakee, Kendall, Lake, McHenry, McLean, Ogle, Peoria, Rock
Island, Tazewell, Will, Winnebago and Woodford Counties in
Illinois.

LANDSCAPING WORK ON BUILDING, RESIDENTIAL, HEAVY AND HIGHWAY
CONSTRUCTION PROJECTS.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available