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KAREN A. YARBROUGH

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Chicago, Illinois 60602

SECOND AMENDED AND RESTATED REGULATORY AGREEMENT

THIS SECOND AMENDED AND RESTATED REGULATORY AGREEMENT entered into as of this February 25, 2022 (this "Regulatory Agreement"), by and between the City of Chicago (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, and Tinesse Jacqueline Brinson, individually, with offices located at 936 South Olive Street Apartment 629, Los Angeles, California 90015 (the "Borrower").

Simultaneously herewith, Celadon-Kimbark, LLC, an Illinois limited liability company (the "Previous Borrower"), has conveyed the NSP Property (as hereinafter defined) and assigned the indebtedness evidenced by the Note (as hereinafter defined) to the Borrower, and as of the date hereof and hereafter the Borrower will be bound by all the obligations hereunder.

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WITNESSETH

WHEREAS, the City has received certain funds in the approximate amounts of \$55,238,017, \$98,008,384, and \$15,996,360 (collectively, the "Program Funds") from the United States Department of Housing and Urban Development ("HUD") pursuant to the provisions of the Housing and Economic Recovery Act of 2008, Public Law 110-289 – July 30, 2008, Title III – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes, Section 2301 *et seq.* ("HERA"), as amended by the American Recovery and Reinvestment Act of 2009, H.R.1 (the "Recovery Act"), as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, H.R. 4173 ("Dodd-Frank Act"), as the same may be hereafter amended, restated or supplemented from time to time (HERA, the Recovery Act and the Dodd-Frank Act are collectively referred to herein as the "Act"); the Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Developers under the Housing and Economic Recovery Act, 2008 issued by HUD and found at the Federal Register/Vol. 73, No. 194/Monday, October 6, 2008/Notices, as the same may be hereafter amended, restated or supplemented from time to time; the Notice of Fund Availability for the Neighborhood Stabilization Program² under the Recovery Act (Docket No. FR-5321-N-01, May 4, 2009) as the same may be hereafter amended, restated or supplemented from time to time, the Notice of Fund Availability for Fiscal year 2009 NSP² Program under the Recovery Act, Correction (Docket No. FR-5321-C-02, June 11, 2009; Docket No. FR-5321-C-03, November 9, 2009, Docket No. FR-5321-C-04, and Docket No. FR-5321-N-04); the Notice of Formula Allocations and Program Requirements for Neighborhood Stabilization Program Formula Grants (Docket No. FR-5447-N-01, October 19, 2010 (the "NOFA")) as the same may be hereafter amended, restated or supplemented from time to time; and the HUD regulations at 24 CFR Part 570 (as modified by the NOFA and as now in effect and as may be amended, restated or supplemented from time to time) (collectively, the "Regulations"); and

WHEREAS, the City has submitted to HUD, and HUD has approved, the City's NSP1 Substantial Amendment application to HUD, NSP2 application to HUD and NSP3 Substantial Amendment to HUD governing the City's use of the Program Funds in a City neighborhood stabilization program (the "Program") in accordance with the Act and the Regulations to address the critical impact of increasing numbers of foreclosed properties within the City of Chicago. Pursuant to such approval, the City and HUD have entered into that certain Grant Agreement dated effective as of March 27, 2009, that certain Funding Approval and Grant Agreement signed on February 11, 2010, and that certain Funding Approval and Grant Agreement dated effective as of March 17, 2011 (collectively, the "Grant Agreement"). The Act, the Regulations, and the Grant Agreement are collectively referred to herein as the "NSP Legal Requirements;" and

WHEREAS, the NSP Legal Requirements require the City to use the Program Funds for certain eligible activities, including, without limitation: (a) establishing financing mechanisms for the purchase and redevelopment of abandoned or foreclosed homes and residential properties; (b) acquisition and rehabilitation of homes and residential properties that have been abandoned or foreclosed upon in order to sell, rent, or redevelop such homes and properties; (c) establishing and operating land banks for homes and residential properties that have been abandoned or

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foreclosed; (d) demolition of blighted structures; and (e) redevelopment of demolished or vacant properties (collectively, the "Eligible Activities"); and

WHEREAS, the NSP Legal Requirements require that the City allocate 25% of the Program Funds to purchase and redevelop abandoned or foreclosed upon residential properties for housing individuals whose incomes do not exceed 50% of the area median income; and

WHEREAS, the NSP Legal Requirements further require that the City allocate 100% of the Program Funds to Eligible Activities benefiting communities and households whose incomes do not exceed 120% of the area median income; and

WHEREAS, pursuant to the NSP Legal Requirements, prior to the acquisition of the NSP Property, the City and MPS have (i) completed the environmental review required pursuant to 24 CFR Part 58, (ii) obtained a current market value appraisal in conformity with the appraisal requirements of 49 CFR Part 24.103, and (iii) prepared a HUD Housing Quality Standards inspection report and scope of work with respect to the NSP Property; and

WHEREAS, the City has adopted certain affordability restrictions from the HOME Program (as defined herein) in connection with the administration of the Program; and

WHEREAS, the City loaned an amount to the Previous Borrower (hereinafter referred to as the "Loan") of NSP Program funds in connection with the acquisition and rehabilitation of certain property legally described on Exhibit A attached hereto and hereby made a part hereof (the "NSP Property"), the operation of which shall be in compliance with the NSP Legal Requirements and the affordability requirements set forth herein (the "Project"); and

WHEREAS, the Loan was evidenced and secured by certain documents in favor of the City and referred to collectively as the Loan Documents in the Third Amendment, as hereinafter defined; and

WHEREAS, pursuant that certain Fourth Amendment, Assignment and Assumption of Loan Documents entered into by and among the City, the Previous Borrower, and the Borrower and dated as of the date hereof (the "Fourth Amendment"), the Previous Borrower (i) conveyed the NSP Property to the Borrower, and (ii) assigned, transferred, sold and conveyed to the Borrower all of its responsibilities, duties, and obligations under the Loan Documents, and (iii) the Borrower assumed all of the responsibilities, duties and obligations of the Previous Borrower under the Loan Documents;

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

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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:

"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 C 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.

"Borrower" shall mean Tinesse Jacqueline Brinson, an individual, and at any subsequent time of reference, the Person or Persons, if any, who shall succeed to the legal or beneficial ownership of all or any part of the Project.

"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.

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

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

"Eligible Costs" shall mean those costs for which Loan proceeds may be used to pay for Eligible Activities under the NSP Legal Requirements.

"Eligible-Income Families" shall mean and include Families whose annual income (as defined below) does not exceed 120 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 120 percent of the Chicago-area median income, and thereafter such income limit shall apply to this definition.

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

"First Reporting Date" shall mean the first January 31 following the date hereof.

"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.

"Income" shall mean the gross amount of Income of all adult household members that is anticipated to be received during the coming 12-month period, as provided in 24 C.F.R. Part 5.

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

"Last Reporting Date" shall mean the first January 31 following the end of the Project Term.

"Mercy" shall mean Mercy Portfolio Services, a Colorado non-profit corporation.

"Mortgage" shall mean that certain Mortgage, Security Agreement and Financing Statement encumbering the NSP Property in favor of the City to secure the Loan, as hereafter supplemented, amended and restated from time to time.

"MPS" shall mean MPS Community I, LLC, an Illinois limited liability company.

"National Affordable Housing Act" shall mean the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701 *et seq.*

"Note" shall mean that certain promissory note in favor of the City and evidencing the Loan which was assumed by the Borrower pursuant to the Third Amendment.

"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 continue, except as provided in Sections 2.15(b), 2.16, 2.17, 6.2 and 15 hereof, through and including the later of (a) the Repayment Date, or (b) the Termination Date.

"Redevelopment Agreement" shall mean the Redevelopment Agreement as defined in the Fourth Amendment, as hereafter amended, supplemented and restated from time to time.

"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 Documents (as defined in

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the Mortgage) shall have been paid in full (or deemed by the City in its sole discretion to have been paid in full).

"Source Documentation" shall have the meaning given to such term in Section 2.16 hereof.

"State" shall mean the State of Illinois.

"Tenant Income Certification" shall mean the certification in substantially the form set forth in Schedule II of Exhibit C attached hereto and hereby made a part hereof, as the same may be amended from time to time.

"Termination Date" shall mean the later of (a) May 11, 2032 or (b) the date of a Transfer.

"Transfer" shall have the meaning given to such term in Section 6.2(a) hereof.

"Utilities" shall mean the monthly allowance for any utilities and services (excluding telephone) to be paid by the tenant, as further set forth in Exhibit B.

"Violence Against Women Act (VAWA) Requirements" shall mean those requirements set forth in Exhibit D hereto and made a part hereof.

"Very Low-Income Family" shall mean any 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.

Capitalized terms used herein and not otherwise defined herein shall have the same meanings given such terms in the Redevelopment Agreement or the Mortgage, as applicable.

SECTION 2 BORROWER'S REPRESENTATIONS AND COVENANTS.

The Borrower hereby represents, warrants, covenants and agrees as follows:

2.1 The Borrower hereby acknowledges that the amount of the Loan outstanding as of the date hereof is \$368,337.20 (the "Loan Balance"). Pursuant to the Third Amendment, the Loan Balance shall be forgiven on a pro rata basis annually commencing on the date hereof and concluding on May 11, 2032 (the "Maturity Date"), subject to compliance by the Borrower with all of the terms and conditions of this Regulatory Agreement; provided however, that the Maturity Date shall also mean such earlier date as of which the outstanding Loan Balance may become due and payable because of acceleration or prepayment as provided in any of the Loan Documents.

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2.2 The Project was acquired and rehabilitated by the Previous Borrower 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 None of the units in the Project shall at any time be used on a transient basis, and neither the Project nor any portion thereof 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.

2.4 Subject to Sections 2.7 and 2.9 hereof, all of the units in the Low-Income Project shall be occupied only by households who qualify as Very Low-Income Families upon initial occupancy.

2.5 The rents for all the units in the Low-Income Project 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 50 percent of the median income for the Chicago area, with adjustment for the number of bedrooms 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.

2.6 The rents for all the units in the Project shall not exceed 30 percent of the adjusted Income of a Family whose gross Income equals 120 percent of the median income for the Chicago area, with adjustment for the number of bedrooms 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.

2.7 Sections 2.4 and 2.9 hereof shall be deemed satisfied, without regard to increases in the Income of existing tenants. All vacancies shall be filled in accordance with the affordability requirements of this Regulatory Agreement.

2.8 The rents described in Sections 2.5 and 2.6 as prepared by the Borrower 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 for the Project. The amount(s) proposed by the Borrower as Utilities shall also be subject to the annual review and approval of DOH. 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 hereto as Schedule III of Exhibit C, to DOH and receives DOH's approval of such rent increase. [§92.252(f)]

2.9 100 percent of the units in the Project shall, at all times during the Project Term, be occupied by Families whose adjusted annual Income at initial occupancy do not exceed 120 percent of the median Family income for the Chicago area, as determined by HUD.

2.10 The Borrower shall not refuse to lease any unit of the Project to a certificate or voucher holder under 24 C.F.R. Part 982, or to a holder of a comparable document evidencing

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participation in a HOME Program tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher or comparable HOME Program tenant-based assistance document. [§92.252(d)]

2.11 All tenant leases shall be written, shall be in conformity with all applicable laws, including without limitation the City of Chicago Residential Landlord and Tenant Ordinance, the NSP Legal Requirements 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 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.

2.12 All leases for the Project shall be for a period of not less than six months. Notwithstanding the foregoing, rents will not be set more than one year in advance. Leases for units in the Project 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 in a lawsuit brought in connection with the lease;
- (b) agreement by the tenant that the Borrower 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 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 Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent;
- (d) agreement by the tenant that the Borrower may institute a lawsuit without notice to the tenant;
- (e) agreement by the tenant that the Borrower 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;
- (g) agreement by the tenant to waive the tenant's right to appeal, or to

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otherwise challenge in court, a court decision in connection with the lease; or

- (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 against the tenant (provided, however, that the tenant may be obligated to pay costs if the tenant loses). [§92.253(a) and (b)]
- (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.

2.13 The Borrower shall not terminate the tenancy or refuse to renew the lease of a tenant of the Project 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 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 shall also comply with all local, county or State law regarding tenant protections. [§92.253(c)]

2.14 Any increase in rents on the Project shall be subject to the provisions of outstanding leases, in addition to the prior written approval of DOH. Where the leases allow an increase in rent, the Borrower shall provide tenants with not less than 30 days' prior written notice before implementing any increase in rents. [§92.252(f)(3)]

2.15 (a) 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 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.

(b) The Borrower shall maintain records evidencing compliance with all the requirements of the Program for the Project; such records shall be maintained for the Inspection Period.

2.16 The Borrower shall obtain and maintain on file during the Project Term a sworn and

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notarized Tenant Income Certification with respect to each and every individual, group of unrelated individuals or Family who is a tenant in the Project, 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 (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 the Project. 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 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 shall assist each of the tenants in the Project in completing the Tenant Income Certification if necessary. If the Borrower 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 shall examine Source Documentation for such tenants. [§92.252(h)]

2.17 The Borrower agrees that it will take any and all actions required by the City to substantiate the Borrower'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 October 7 thereafter through and including the Last Reporting Date. Subject to Section 6.2 hereof, this covenant shall survive beyond the end of the Project Term.

2.18 The Borrower shall provide to the City a tenant profile (in the form provided to the Borrower by DOH) for each tenant for each unit in the Project within 30 days after such unit is leased to such tenant (or, for units occupied by tenants as of the date hereof, within 30 days from the date hereof). For each unit in the Project on the First Reporting Date the Borrower 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). For each subsequent leasing of the unit, the Borrower 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)]

2.19 The Borrower 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.

2.20 For every unit in the Project, the Borrower 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 units

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in the Project;

- (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 affirmative marketing activities with respect to the Project, including a description of the Borrower'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 units in the Project, 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.

2.21 The Borrower has submitted or shall submit 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 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 2.21 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.

2.22 No Person in the United States shall on the grounds of race, color, national origin, sex, religion, familial status, or disability excluded from participation in, or denied the benefits of, or be subjected to discrimination in connection with the Project. In addition, the Borrower 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.

2.23 The Borrower hereby acknowledges and affirms that it has 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

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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 further specifically acknowledges and agrees that (i) housing in the Project shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status; and (ii) neither the Borrower nor any management agent employed by the Borrower in connection with the Project may 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]

2.24 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(c)(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]

2.25 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)]

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2.26 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]

2.27 The Borrower has 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.

2.28 The Borrower shall, at all times during the Project Term, comply with the property standards provisions of Section 92.251 of the HOME Regulations to 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." 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, (d) the lead based paint disclosure requirements at 24 C.F.R. Part 35 which implement the Lead Based Paint Hazard Reduction Act of 1992, U.S.C. §4852d, (ee) the NSP Legal Requirements, (f) the Redevelopment Agreement, (g) the Drawings, (h) the HUD Quality Standards (24 CFR, Subtitle B, Chapter IX, Part 982, Subpart I), (i) all applicable local codes, including but not limited to the City of Chicago Building Code, rehabilitation standards, ordinances and zoning ordinances, and all applicable Laws.

2.29 Intentionally Omitted.

2.30 The Borrower shall fully comply with the provisions regarding lead-based activities in Section 92.257 of the HOME Regulations to the satisfaction of the City in its sole discretion. [§92.257]

2.31 (a) No person who is an employee, agent, consultant, officer or elected or appointed official of the City (and no person 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 Program 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

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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 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.

2.32 Except as otherwise disclosed to the City in writing, all of the statements, representations and warranties of the Borrower submitted by the Borrower to the City in connection with the Project remain true and in effect as of the date hereof.

2.33 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)]

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

2.35 Additional representations and covenants of the Borrower contained on Exhibit B hereto and the VAWA Requirements of Exhibit D hereto are hereby incorporated herein by reference.

2.36 The City and Borrower agree that this Regulatory Agreement supersedes and replaces that certain Regulatory Agreement entered into as of September 7, 2011 by and between the City, DOH, Mercy, and MPS, as amended and restated from time to time, without the loss of priority.

SECTION 3 INTENTIONALLY OMITTED.

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,

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the City may rely upon statements and certificates of the Borrower and Very Low-Income Families and upon audits of the books and records of the Borrower pertaining to occupancy of the Project. In 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 the Low-Income Project qualifies as a Very Low-Income Family, and that 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 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 is effective as of the date hereof. Subject to Sections 2.15(b), 2.16, 2.17, 6.2 and 15 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 Section 6.2(b) hereof and before the Termination Date, the terms and provisions of this Regulatory Agreement shall cease to be enforceable upon a transfer of title to the Project (i) pursuant to the foreclosure of the Senior Mortgage, if any (or, if the City so elects, of the Mortgage), or (ii) by an instrument in lieu of foreclosure of the Senior Mortgage, if any (or, if the City so elects, of the Mortgage); but only if such transfer (1) recognizes 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 (2) is not for the purpose of avoiding low-income affordability restrictions pertaining to the Project, as determined by HUD. Such a transfer of title to the Project is hereinafter referred to as a "Transfer."

(b) If at any time following the occurrence of a Transfer but not later than the 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.

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(c) Notwithstanding anything herein to the contrary, the terms and conditions of this Regulatory Agreement shall cease and terminate as of the Termination Date upon a transfer prior to such date of title to the Project (i) pursuant to the foreclosure of the Senior Mortgage, if any (or, if the City so elects, of the Mortgage), or (ii) by an instrument in lieu of foreclosure of the Senior Mortgage, if any (or, if the City so elects, of the Mortgage). If any such transfer enumerated in subsections (i) or (ii) hereof shall occur on or after the Termination Date, the terms and conditions of this Regulatory Agreement shall automatically terminate as of the date of such transfer.

SECTION 7 ENFORCEMENT.

7.1 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 (provided, however, that if any such occurrence or attempt cannot reasonably be cured within said 30-day period and if the Borrower 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 to the City thereafter delivered during such 30-day period, and upon further written request from the Borrower 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 of its obligations hereunder, or may declare an event of default under the 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.

7.2 If the Borrower fails to maintain the affordability requirements imposed hereunder, or otherwise takes any action which causes HUD to require repayment of all or any portion of the Loan by the City, the Borrower shall repay, as a recourse obligation of the Borrower, to the City upon demand the full amount of the Loan as an immediate repayment of the Loan.

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 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.

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7.5 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, the HOME Regulations, and the NSP Legal Requirements.

7.6 The City shall provide written notice to the Borrower 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 15 hereof, the records maintained by the Borrower pursuant hereto, 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, the HOME Regulations, or the NSP Legal Requirements. 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, assignments 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 LAND.

The Borrower hereby subjects the Project to the covenants, reservations and restrictions set forth in this Regulatory Agreement. The City and the Borrower 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 land to the extent permitted by law, and shall pass to and be binding upon the Borrower's successors in title to the Project throughout the Project Term, subject to Section 6.2 hereof. The Borrower hereby covenants 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. After the end of the Project Term or, in the event that the covenants, reservations and restrictions hereof terminate pursuant to the provisions of Section 6.2(c) hereof, on or after the applicable date of termination described in Section 6.2(c) hereof, the City, upon such termination and upon a written request from the Borrower or the Senior Lender, if any, shall execute and consent to the recording of a release of

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IF TO BORROWER: 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.

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 RIGHT TO INSPECT.

Subject to Section 6.2 hereof and upon 30 days' prior notice to the Borrower, the Borrower 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 during the Inspection Period and access thereto shall be permitted for that purpose. At any time during the Inspection Period (but 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 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. During the Inspection Period, the Borrower 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 16 NO THIRD PARTY BENEFITS.

This Regulatory Agreement is made for the sole benefit of the City and the Borrower 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 elect 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

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party by reason of this Regulatory Agreement or any of the City's actions or omissions pursuant hereto or otherwise in connection herewith.

SECTION 17 REFERENCES TO STATUTES, ETC.

All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions or 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, notices and circulars.

[SIGNATURES APPEAR ON NEXT PAGE]

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IN WITNESS WHEREOF, the City and the Borrower have executed this Regulatory Agreement by their duly authorized representatives, all as of the date first written hereinabove.

CITY OF CHICAGO, acting by and through its
Department of Housing

By: Marisa Novara
Name: Marisa Novara
Title: Commissioner

Tinese Jacqueline Brinson, an individual

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IN WITNESS WHEREOF, the City and the Borrower have executed this Regulatory Agreement by their duly authorized representatives, all as of the date first written hereinabove.

CITY OF CHICAGO, acting by and through its
Department of Housing

By: _____
Name: Marisa Novara
Title: Commissioner

Tinise Jacqueline Brinson, an individual
Tinise Jacqueline Brinson

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

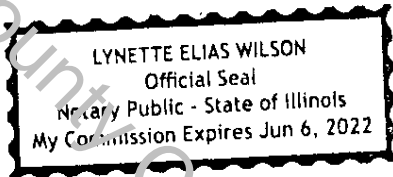
I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Marisa Novara, personally known to me to be the Commissioner of the Department of Housing of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of February, 2022.

Lynette Elias Wilson

Notary Public

(SEAL)



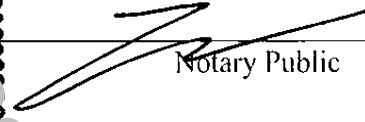
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Tinesse Jacqueline Brinson, individually. (the "Assignee"), 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 being first duly sworn by me, acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 25th day of February, 2022.





Notary Public

(SEAL)

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EXHIBIT A

Legal Description of Land:

LOT 103 IN BROOKHAVEN, BEING S.E. GROSS SUBDIVISION OF THE SOUTH 23.569 ACRES OF THAT PART OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 7014-16 South Kimbark Road, Chicago, Illinois 60637

PIN: 20-23-419-021-0000

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EXHIBIT B

I. ADDITIONAL DEFINITIONS

"Low-Income Project" shall mean zero units in the Project financed with the proceeds of the Loan and required to be occupied by Very Low-Income Families.

"NSP Units" shall mean the four units in the Project financed with the proceeds of the Loan and required to comply with the NSP Legal Requirements, National Affordable Housing Act and the HOME Regulations.

"Project" shall mean the one building located at 7014-16 South Kimbark Road, Chicago, Illinois, which contains four multi-family residential dwelling units.

II. ADDITIONAL REPRESENTATIONS AND COVENANTS OF BORROWER.

1. All of the units in the Project are NSP Units. All of the NSP Units are restricted to occupancy by Eligible-Income Families as set forth and defined in Section 1 hereof, and the rent for such NSP Units shall not exceed the rent restrictions set forth in Section 2.6 hereof. None of the NSP Units are required to be occupied by Very Low-Income Families (the "50% Units").

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

<u>Number of Bedrooms</u>	<u>Number of Units</u>	<u>Income Restriction</u>	<u>Current Rents, including Utility Allowance</u>
2 bedroom	1	Eligible Income Families (120%)	\$1,020
2 bedroom	1	Eligible Income Families (120%)	\$970
2 bedroom	1	Eligible Income Families (120%)(Chicago Housing Authority Housing Assistance Payment Contract)	\$945
3 bedroom	1	Eligible Income Families (120%)(Chicago Low-Income Housing Trust Fund)	\$1,000

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TOTAL	4		
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NO CHANGES may be made to the current rents stated above without the prior written approval of DOH as set forth in Section 2.8.

(b) The Low-Income Project shall consist initially of the following unit configuration for Very Low-Income Families with the following initial rents: Not Applicable. None of the NSP Units are 50% Units and none are deemed to be floating units.

(c) Utilities for the NSP 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:

<u>Number of Bedrooms</u>	<u>Utility Allowance</u>
2 bedroom	\$70
3 bedroom	\$80

NO CHANGES may be made to the Utility Allowance set forth above without the prior written consent of DOH. The Borrower shall annually submit the amount of the Utility Allowance proposed for the review and approval of DOH.

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

Tinesse Jacqueline Brinson
936 South Olive Street Apartment 629
Los Angeles, California 90015

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EXHIBIT C

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

Borrower: _____

Project Name: _____

Project Number: _____

Borrower Federal Employer Identification Number: _____

The City of Chicago, Illinois, acting by and through its Department of Housing (the "City"), has entered into a Redevelopment Agreement dated as of _____ with the Borrower pursuant to which the City has loaned NSP 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 NSP Legal Requirement, National Affordable Housing Act, 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 _____ 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 _____ of each year for the period commencing on the earlier of (a) _____ of the first year of the Compliance Period, or (b) the first _____ following completion of the construction or rehabilitation of the Project, and ending on the later of (1) the first _____ following the end of the Compliance Period, or (2) the first _____ 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 _____

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 NSP Legal Requirements, the National Affordable Housing Act, the HOME Regulations and the Regulatory Agreement, (2) the Project shall continue to

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comply with the NSP Legal Requirements, the National Affordable Housing Act, the HOME Regulations and the Regulatory Agreement during the Project Term as required by NSP Legal Requirements, the National Affordable Housing Act, the HOME Regulations and the Regulatory Agreement, 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 NSP 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 NSP 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 NSP 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.)

- (e) If there are 12 or more NSP 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:

- I. 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]: _____.

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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. 50 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 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-Income Family 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-Income Families in completing the Tenant Income Certifications if necessary;
 3. 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 NSP Legal Requirements, the National Affordable Housing Act, and 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 NSP Unit in the Project and the income of the Eligible-Income Families in each NSP Unit.
 - (d) None of the incomes of the Eligible-Income Families exceeds the applicable limits under the NSP Legal Requirements, the National Affordable Housing Act, and HOME Regulations.
5. The Project is in compliance with all of the currently applicable requirements of the NSP Legal Requirements, 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 NSP Legal Requirements, 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 NSP Legal Requirements, 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 NSP Legal Requirements, National Affordable 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 Documents (as defined in the Regulatory Agreement).

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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 Owner, 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 Owner, if any, of any provisions of the instruments executed by the Borrower, the General Partner, if any, or the Owner, if any, in connection with the Loan.

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

BORROWER:

By: _____

Its:

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

Notary Public
(SEAL)

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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 _____
3 Br _____

1 Br _____
4 Br _____

2 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:

NSP-ASSISTED UNITS RENTED TO VERY LOW-INCOME FAMILIES:

<u>Unit</u>	<u>Br</u>	<u>Rent</u>	<u>Family's Income</u>	<u>Family Size</u>

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OTHER NSP-ASSISTED UNITS:

<u>Unit</u>	<u>Br</u>	<u>Rent</u>	<u>Family's Income</u>	<u>Family Size</u>
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OTHER UNITS:

<u>Unit</u>	<u>Br</u>	<u>Rent</u>	<u>Family's Income</u>	<u>Family Size</u>
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-
4. Has the rent in any NSP Unit in the building identified above increased since the filing of the previous Annual Owner's Certification, or, if this Annual Owner's Certification is the first Annual Owner's Certification filed with respect to such building, has the rent been increased from the amounts projected during the construction period?

Yes ___ No ___

If Yes, please provide details.

5. How many NSP Units in this building are now occupied by tenants that did not occupy such units at the time of the last Annual Owner's Certification filed for this building?

6. What steps did the Borrower take to insure that the new tenants qualified as Eligible-Income Family?

7. Have any Eligible-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 Eligible-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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COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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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 Passbook Rate
If over \$5000 \$ _____ 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			
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 _____%	RECERTIFICATION ONLY: Current Income Limit x 140%: \$ _____ Household Income exceeds 140% at recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No
Current Income Limit per Family Size:	\$ _____		
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)	\$	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 _____%	
Maximum Rent Limit for this unit (as of recertification effective date)	\$ _____		

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)	Race Code		Ethnicity Code	
1				1	White	1	Hispanic or Latino
2				2	Black/African American	2	Not Hispanic or Latino
3				3	American Indian/Alaska Native		
4				4	Asian		
5				5	Native Hawaiian/other Pacific Island		
6				6	Other		
7							

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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

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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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 D

Violence Against Women Act (VAWA) Requirements

The Violence Against Women Act ("VAWA") of 1994, as amended (42 USC 13925 and 42 USC 1401e, et seq.), by and through its implementing regulations, found at 81 FR 80724 et seq. ("VAWA Regulations"), provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. **VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.**

The VAWA Regulations became effective December 16, 2016. Under the VAWA Regulations:

- DOH is a participating jurisdiction and, under certain provisions of the VAWA Regulations, is also a covered housing provider;
- the Program is a covered housing program; and
- Borrower is a covered housing provider.

DOH and the Borrower agree as follows:

Amendment of this Regulatory Agreement, When

In order to effectuate the City's pending Emergency Transfer Plan under the VAWA Regulations, or to accommodate changes that may become necessary to these VAWA requirements, the Borrower agrees to amend this Regulatory Agreement, and re-record same, at the request of the City.

Precedence of VAWA Regulations

When there is conflict between the VAWA Regulations and the program-specific regulations of the HOME or NSP regulations, the program-specific regulations shall govern.

Where assistance is provided under more than one covered housing program (e.g., HOME and NSP here) and there is a conflict between VAWA protections or remedies under those programs, the individual seeking the VAWA protections or remedies may choose to use the protections or remedies under any or all of those programs, as long as the protections or remedies would be feasible and permissible under each of the program statutes.

Certain Definitions as set forth in the VAWA Regulations:

"Domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

"Dating violence" means violence committed by a person: (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

"Sexual assault" means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

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“Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person’s individual safety or the safety of others; or (2) Suffer substantial emotional distress.

Emergency Transfer Plan

The Borrower shall have:

- drafted an Emergency Transfer Plan, based upon the model plan set forth below as Appendix B, and meeting the requirements of 24 CFR 5.2005(e), and
- submitted the draft Borrower’s Plan to DOH for DOH’s prior written review, and
- adopted the Borrower’s Plan.

For the Project Term, the Borrower must make its Plan available upon request and, when feasible, must make its Plan publicly available.

The Borrower must keep a record of all emergency transfers requested under its Plan, and the outcomes of such requests, and retain these records for a period of three years, or for a period of time as specified in the HOME regulations. Requests and outcomes of such requests must be reported to HUD annually.

Borrower covenants neither to begin marketing to attract applicants nor to commence application-taking until after both of the following have occurred:

- the Borrower’s Emergency Transfer Plan has been adopted, and
- the City has provided Borrower the language translations referred to below.

Notification Rights

For the Project Term, Borrower shall ensure that the following three documents are given (i) to each Tenant and (ii) to each applicant as appropriate:

- a Notice of Occupancy Rights Under the Violence Against Women Act [Appendix A hereto], both in English and in any translation appropriate for the applicant’s or tenant’s primary language (to the extent that the City has provided Borrower such translation), and
- a Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation Form [Appendix C hereto], both in English and in any translation appropriate for the applicant’s or tenant’s primary language (to the extent that the City has provided Borrower such translation), and
- an Emergency Transfer Request form [Appendix D hereto], both in English and in any translation appropriate for the applicant’s or tenant’s primary language (to the extent that the City has provided Borrower such translation),

at each of the following times:

- at the time of application for a NSP-assisted unit AND either (i) the time of admission to a NSP-assisted unit or (ii) the time of denial of admission to a NSP-assisted unit, and
- at the time of notification of eviction from a NSP assisted unit. OR notification of termination of assistance, and
- until December 16, 2017, at the time of annual recertification or during the lease renewal process, if any.

Prohibited Bases for Denial or Termination

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For the Project Term, the Borrower cannot deny a Tenant admission to, or assistance under, and cannot terminate from participation in, or evict from, the Lease, on the basis or as a direct result of the fact that the Tenant is or has been a victim of:

- domestic violence,
- dating violence,
- sexual assault, or
- stalking,

if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy.

For the Project Term, the Borrower cannot deny tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

- (i) The criminal activity is engaged in by a member of the household of the Tenant or any guest or other person under the control of the Tenant, and
- (ii) The Tenant or an affiliated individual of the Tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

For the Project Term, the Borrower cannot construe an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking as:

- (1) a serious or repeated violation of the Lease by the victim or threatened victim of such incident; or
- (2) good cause for terminating the assistance, tenancy, or occupancy rights under the Lease of the victim or threatened victim of such incident.

For the Project Term, the Borrower cannot subject the Tenant, if he or she is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other Tenants in determining whether to evict or terminate assistance.

Attempts at Other Alternatives

For the Project Term, Borrower shall make a good faith attempt to utilize eviction or assistance termination only when there are no other actions that could be taken by Borrower to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

Emergency Transfer Rights

For the Project Term, the Borrower must recognize that the Tenant has the right to request, from the Borrower, an emergency transfer from the tenant's current unit to another unit. To make such a request, the Tenant must begin by:

- notifying the Borrower's management office of the desire to transfer, and
- submitting a written Emergency Transfer Request [Appendix D hereto] for a transfer to _____ [location] stating that (i) the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit; OR (ii) the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

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Upon receiving an emergency transfer request that meets these requirements, the Borrower must implement its Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking to determine whether the Borrower is able to honor the transfer request.

The Tenant may terminate the Lease without penalty if DOH determines that the Tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e).

To the extent possible under the VAWA Regulations, the Borrower and DOH shall cooperate as needed for the provision of "external" emergency transfers, if any, that are being attempted to "safe unit" locations outside of the Project.

Lease Bifurcation

If a family living in a NSP-assisted Unit separates as a result of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, the Borrower may bifurcate the Lease or remove a household member from the Lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member. However, the Borrower is encouraged by HUD and DOH to undertake whatever actions are permissible and feasible to assist individuals residing in its units who are victims of domestic violence, dating violence, sexual assault, or stalking, to remain in their units or other NSP-assisted units at the Project or other NSP-assisted units at other projects elsewhere in the City, and for the Borrower to bear the costs of any transfer, where permissible.

The Borrower must notify DOH before the Borrower bifurcates any Lease or provides notification of eviction to the Tenant.

The Borrower must perform any bifurcation of the Lease only in the manner set forth in 24 CFR 5.2009(a).

Pursuant to 24 CFR 5.2009(b), if a lease bifurcation is exercised by the Borrower, and if the individual who was evicted or for whom assistance was terminated was the eligible tenant, the Borrower must provide to any remaining tenant or tenants that were not already eligible a period of 90 calendar days from the date of bifurcation of the lease to:

- (A) Establish eligibility for the NSP program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or
- (B) Establish eligibility under another housing program covered by the VAWA Regulations; or
- (C) Find alternative housing.

The Borrower may extend the 90-calendar-day period up to an additional 60 calendar day, unless prohibited from doing so by statutory requirements of the NSP Program or unless the time period would extend beyond expiration of the lease.

Limitations of VAWA Protections

The Borrower retains a number of rights and responsibilities under the Lease, including:

- complying with court orders that relate to the right of access to the Unit under civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking, or the distribution or possession of property among members of a household;
- the right to evict or terminate assistance to a tenant:
 - for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant, or
 - if the Borrower can demonstrate that an actual and imminent threat to other tenants or those employed at or providing service to the Building would be present if that tenant or lawful occupant is not evicted or terminated from assistance.

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Documenting Occurrences; Confidentiality

For the Project Term, if an applicant for NSP-assisted unit or a tenant therein informs the Borrower that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking, the Borrower may request of the person, in writing, written documentation thereof.

The time frame for receiving the documentation, and the acceptable forms of documentation, shall be as set forth in 24 CFR 5.2007(a) and (b).

Any information submitted to the Borrower, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be treated and maintained by Borrower as strictly confidential information under the protocol set forth in 24 CFR 5.2007(c). Confidential treatment shall include, but is not limited to:

- not allowing any individual administering assistance on behalf of the Borrower or any persons within their employ (e.g., contractors) or in the employ of the Borrower to have access to confidential information unless explicitly authorized by the Borrower for reasons that specifically call for these individuals to have access to this information under applicable Federal, State or local law.

Cooperation with DOH Regarding On-Site Inspections, VAWA Data Collection, Reporting

For the Project Term, Borrower covenants to cooperate with DOH and the City concerning the collection of VAWA data (including but not limited to data on emergency transfers requested pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests), the performance of on-site compliance inspections at the Project site, and the reporting of such data to HUD from time to time, pursuant to 24 CFR 91.520(e).

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Appendix A

[Insert Name of Housing Provider]

Notice of Occupancy Rights Under the Violence Against Women Act

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. **VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.** The U.S. Department of Housing and Urban Development (HUD) is the federal agency that oversees that [insert name of program or rental assistance] is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance under [insert name of program or rental assistance], you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under [insert name of program or rental assistance], you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under [insert name of program or rental assistance] solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator From the Household

[insert name of housing provider] may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If [insert name of housing provider] chooses to remove the abuser or perpetrator, [insert name of housing provider] may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, [insert name of housing provider] must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, [insert name of housing provider] must follow Federal, State, and local eviction procedures. In order to divide a lease, [insert name of housing provider] may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

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Moving to Another Unit

Upon your request, [insert name of housing provider] may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, [insert name of housing provider] may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

[insert name of housing provider] will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

[insert name of housing provider]'s emergency transfer plan provides further information on emergency transfers, and [insert name of housing provider] must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

[insert name of housing provider] can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from [insert name of housing provider] must be in writing, and [insert name of housing provider] must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. [insert name of housing provider] may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to [insert name of housing provider] as documentation. It is your choice which of the following to submit if [insert name of housing provider] asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by [insert name of housing provider] with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

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- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that **[insert name of housing provider]** has agreed to accept. If you fail or refuse to provide one of these documents within the 14 business days, **[insert name of housing provider]** does not have to provide you with the protections contained in this notice. If **[insert name of housing provider]** receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), **[insert name of housing provider]** has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, **[insert name of housing provider]** does not have to provide you with the protections contained in this notice.

Confidentiality

[insert name of housing provider] must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

[insert name of housing provider] must not allow any individual administering assistance or other services on behalf of **[insert name of housing provider]** (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

[insert name of housing provider] must not enter your information into any shared database or disclose your information to any other entity or individual. **[insert name of housing provider]**, however, may disclose the information provided if:

- You give written permission to **[insert name of housing provider]** to release the information on a time limited basis.
- **[insert name of housing provider]** needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires **[insert name of housing provider]** or your landlord to release the information. VAWA does not limit **[insert name of housing provider]**'s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights Under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, **[insert name of housing provider]** cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

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The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if **[insert name of housing provider]** can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If **[insert name of housing provider]** can demonstrate the above, **[insert name of housing provider]** should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance With The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

For Additional Information

You may view a copy of HUD's final VAWA rule at **81 FR 80124 et seq.**

Additionally, **[insert name of housing provider]** must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please call or text the **Illinois Domestic Violence Hotline at 1- 877-863-6338.**

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also call or text the **Illinois Domestic Violence Hotline at 1- 877-863-6338.**

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at [https:// www.victimsofcrime.org/our-programs/ stalking-resource-center](https://www.victimsofcrime.org/our-programs/stalking-resource-center).

For help regarding sexual assault, you may contact **Chicago Rape Crisis Hotline – 1-888-293-2080.**

Victims of stalking seeking help may call or text the **Illinois Domestic Violence Hotline at 1- 877-863-6338.**

Attachment:

Certification form HUD- XXXXX **[Appendix C below]**

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Appendix B

[Insert name of covered housing provider]

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

[insert name of housing provider] is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), [insert name of housing provider] allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of [insert name of housing provider] to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether [insert name of housing provider] has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that [insert name of program or rental assistance here] is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify [insert name of housing provider]'s management office and submit a written request for a transfer to _____ [insert location]. [insert name of housing provider] will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under [insert name of housing provider]'s program: OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90- calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

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[insert name of housing provider] will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives [insert name of housing provider] written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about [insert name of housing provider]'s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

[insert name of housing provider] cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. [insert name of housing provider] will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. [insert name of housing provider] may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If [insert name of housing provider] has no safe and available units for which a tenant who needs an emergency is eligible, [insert name of housing provider] will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, [insert name of housing provider] will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY). Tenants may also call or text the Illinois Domestic Violence Hotline at 1-877-863-6338.

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>. Tenants may also call Chicago Rape Crisis Hotline – 1-888-293-2080.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment:

Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking:

Chicago Domestic Violence Hotline – 877-863-6338

Chicago Rape Crisis Hotline – 888-293-2080

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Appendix C

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

U.S. Department of Housing
and Urban Development

OMB Approval No. XXXX-XXX
Exp. XX/XX/2XXXX

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employer, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement, agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

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TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

- 1. Date the written request is received by victim: _____
- 2. Name of victim: _____
- 3. Your name (if different from victim's): _____
- 4. Name(s) of other family member(s) listed on the lease: _____
- 5. Residence of victim: _____
- 6. Name of the accused perpetrator (if known and can be safely disclosed): _____
- 7. Relationship of the accused perpetrator to the victim: _____
- 8. Date(s) and times(s) of incident(s) (if known): _____
- 10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

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Appendix D--Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-XXXXX, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database.

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Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

- 1. Name of victim requesting an emergency transfer: _____
- 2. Your name (if different from victim's) _____
- 3. Name(s) of other family member(s) listed on the lease: _____
- 4. Name(s) of other family member(s) who would transfer with the victim: _____
- 5. Address of location from which the victim seeks to transfer: _____
- 6. Address or phone number for contacting the victim: _____
- 7. Name of the accused perpetrator (if known and can be safely disclosed): _____
- 8. Relationship of the accused perpetrator to the victim: _____
- 9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____