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Illinois Housing Development Authority  
111 East Wacker Drive  
Suite 1000  
Chicago, IL 60601  
ATTN: Richard Ess

Property Identification No.:  
See attached Exhibit A

Property Address:  
See attached Exhibit A

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**ILLINOIS HOUSING DEVELOPMENT AUTHORITY,**  
as Governmental Lender

and

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Fiscal Agent

and

**STANDARD COMMONWEALTH VENTURE LP,**  
an Illinois limited partnership,  
as Owner

## **TAX REGULATORY AGREEMENT**

Dated as of December 1, 2022

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This instrument prepared by:

Bruce P. Weisenthal  
ArentFox Schiff LLP  
233 South Wacker Drive  
Suite 7100  
Chicago, Illinois 60606

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## TAX REGULATORY AGREEMENT

THIS TAX REGULATORY AGREEMENT (this “**Tax Regulatory Agreement**”), entered into as of December 1, 2022, by and among the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate, organized and existing under the laws of the State of Illinois (the “**Authority**”), STANDARD COMMONWEALTH VENTURE LP, an Illinois limited partnership (the “**Owner**”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, in its capacity as fiscal agent for the hereinafter defined Note (acting in such capacity, the “**Fiscal Agent**”).

WITNESSETH:

WHEREAS, the Authority is issuing \$[44,000,000] in aggregate principal amount of its Multifamily Housing Revenue Note, Series 2022 (Commonwealth Apartments) (the “**Note**”) for the purpose of lending the proceeds thereof to the Owner to pay a portion of the costs of financing the acquisition, rehabilitation and equipping of a residential housing complex known as Commonwealth Apartments for low-income residents and households consisting of approximately one hundred forty five (145) one- and two-bedroom units in a 14 story high-rise apartment building on certain real property with a primary address of 2753-2759 N. Pine Grove Avenue and 445 W. Diversey Parkway, Chicago, IL 60614 (the “**Project**”); and

WHEREAS, (i) the Note is being issued and the proceeds from the sale of said Note are being loaned to the Owner pursuant to a Project Loan Agreement dated as of December 1, 2022 between the Authority and the Owner (the “**Project Loan Agreement**”) and a Funding Loan Agreement dated as of December 1, 2022 by and among the Authority, the Fiscal Agent and JLL Real Estate Capital, LLC, a Delaware limited liability company, as initial funding lender (the “**Funding Loan Agreement**” and, together with the Project Loan Agreement, the “**Authority Agreements**”); and

WHEREAS, in order to assure the Authority and the owner or owners from time to time of the Note (collectively, the “**Funding Lender**”) that interest on the Note will be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “**Code**”), and to further the public purposes of the Authority, certain restrictions on the use and occupancy of the Project under the Code must be established;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, the Authority and the Fiscal Agent agree as follows:

**SECTION 1. Definitions.** In addition to terms defined elsewhere in this Tax Regulatory Agreement, unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for all purposes of this Tax Regulatory Agreement:

“**Actually Outstanding**” shall mean, with respect to the Note, the principal and interest on the Note has not yet been fully paid, whether or not the Note is deemed to be outstanding under the Authority Agreements.

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“**Adjusted Family Income**” shall mean the adjusted gross income of all persons who reside in a single residential rental unit, calculated in the manner prescribed in Section 142(d)(2)(B) of the Code, and determined in accordance with Section 4(b) and Exhibit B attached hereto.

“**Affordable Units**” shall mean those units in the Project set aside for occupancy by Lower-Income Tenants.

“**Area**” shall mean the Metropolitan Statistical Area in which the Project is located, as determined from time to time by HUD.

“**Available Units**” shall mean residential units in the Project (other than the unit occupied or to be occupied by agents, employees or representatives of the Owner reasonably required for the proper maintenance or management of a Project) that are actually occupied and residential units in the Project that are unoccupied and have been leased at least once after becoming available for occupancy, provided that (i) a residential unit that is unoccupied on the later of (a) the date the Project is acquired or (b) the date of issuance of the Note, is not an Available Unit and does not become an Available Unit until it has been leased for the first time after such date, and (ii) a residential unit that is not available for occupancy due to renovations is not an Available Unit and does not become an Available Unit until it has been leased for the first time after the renovations are completed.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended, and any final, temporary or proposed regulations applicable thereto or promulgated thereunder.

“**HUD**” shall mean the United States Department of Housing and Urban Development.

“**Lower-Income Tenants**” shall mean and include individuals or families with Adjusted Family Income that does not exceed sixty percent (60%) of Median Income, adjusted for family size; provided that Adjusted Family Income shall be determined in a manner consistent with determinations of lower income families and area median gross income made under the Section 8 Program.

“**Median Income**” shall mean the median gross income for the Area, as determined from time to time by HUD. For purposes of determining whether Adjusted Family Income qualifies a tenant for treatment as a Lower-Income Tenant, the Median Income shall be adjusted for family size.

“**Qualified Project Period**” shall mean the period, with respect to the Project, beginning on the first day on which at least ten percent (10%) of the residential units in the Project are first occupied, and ending on the latest of (i) the date which is fifteen (15) years after the date on which at least fifty percent (50%) of the residential units in the Project are first occupied; (ii) the first day on which the Note is not Actually Outstanding; and (iii) the date on which any assistance provided with respect to the Project under the Section 8 Program terminates.

“**Related Person**” shall mean a person whose relationship to such other person is such that (i) the relationship between such persons would result in a disallowance of losses under Sections 267 or 707(b) of the Code, or (ii) such persons are members of the same controlled group of

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corporations (as defined in Section 1563(a) of the Code, except that “more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein).

“**Section 8 Program**” shall mean the program of assistance under Section 8 of the United States Housing Act of 1937, as amended, and the regulations promulgated thereunder.

**SECTION 2. Rules of Construction.** Unless the context clearly requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, the words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Tax Regulatory Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Tax Regulatory Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Tax Regulatory Agreement or any provision hereof or in ascertaining intent, if any question of intent shall arise.

Terms and phrases used in this Tax Regulatory Agreement and not defined herein shall have the meanings assigned to those terms in the Authority Agreements.

**SECTION 3. Project Restrictions.** With respect to the Project, the Owner represents, warrants and agrees that, until the expiration of the Qualified Project Period:

- (a) At no time will either the Owner or any Related Person occupy a unit in the Project other than the unit occupied or to be occupied by agents, employees or representatives of the Owner reasonably required for the proper maintenance or management of the Project;
- (b) The Project consists of three separate residential buildings and one non-residential building collectively containing approximately 321 one- and two-bedroom units; the units in the Project are to be used on other than a transient basis and any facilities that are functionally related and subordinate to such units within the meaning of Sections 142(a)(7) and 142(d) of the Code, and each unit of which is to be rented or available for rental (except as permitted to be occupied by Owner agents, employees or representatives in (a) above) on a continuous basis to members of the general public in accordance with the requirements of Sections 142(a)(7) and 142(d) of the Code;
- (c) Each dwelling unit in the Project shall consist of separate and complete facilities for living, sleeping, eating, cooking and sanitation for a person, persons or family;
- (d) Affordable Units in a Project will be substantially similar to all other units (if any) in the Project, and Lower-Income Tenants of a Project will enjoy equal access to all common facilities included in the Project;

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- (e) The Project and the Affordable Units shall, at all times, be suitable for occupancy and in compliance with all applicable laws including, without limitation, health, safety and building codes;
- (f) Except as provided in Subsection (i) below, the Owner certifies that none of the proceeds of the Note will be used to acquire any property unless such property was or will be first used by the Owner.
  - (i) Subsection (f) hereof does not apply to any building included in a Project (and the equipment thereof) if the Rehabilitation Expenditures (as such term is defined in Subsection (f)(ii) below) incurred by the Owner with respect to the building or buildings included in the Project (and the equipment thereof) equal or exceed in the aggregate 15% of the cost of acquiring such building or buildings and equipment that is financed with the proceeds of the Note. The Owner covenants that the Rehabilitation Expenditures for the buildings (and the equipment thereof) acquired with proceeds of the Note will satisfy the conditions of the preceding sentence.
  - (ii) For purposes hereof, the term “**Rehabilitation Expenditures**” means any amount properly chargeable to capital account that is incurred by the Owner in connection with the rehabilitation of a building; in the case of an integrated operation contained in a building prior to its acquisition, such term includes costs of rehabilitating existing equipment in such building or replacing such equipment with equipment having substantially the same function. The term “**Rehabilitation Expenditures**” does not include (i) any expenditure described in Section 47(c)(2)(B) of the Code, and (ii) any amount incurred more than two (2) years after the later of (A) the date on which the building is acquired by the Owner, or (B) the date on which the Note is issued.

SECTION 4. Rental Restrictions Regarding Affordable Units. The Authority and the Owner hereby declare their understanding and intent that the Project be a “qualified residential rental project” as described in Sections 142(a)(7) and 142(d) of the Code and, with respect to the Project, agree that:

- (a) Each Available Unit in the Project will be rented or available for rental to the general public on a continuous basis during the related Qualified Project Period and that during such related Qualified Project Period:
  - (i) The Owner will rent the Affordable Units to Lower-Income Tenants such that, at all times during the related Qualified Project Period, at least 40% of the Available Units in the Project will be occupied by Lower-Income Tenants, and the Authority elects to apply the requirements of Section 142(d)(1)(B) of the Code to determine the status of the Project as a “qualified residential rental project” within the meaning of Section 142(d) of the Code. Notwithstanding the foregoing, if at all times within 60 days after the later of (a) the date the Project is acquired, or (b) the issue date of

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the Note, occupancy of the Project equals or exceeds ten percent (10%), the failure to satisfy the occupancy restrictions set forth in this Tax Regulatory Agreement during a period of 12 months beginning on the issue date of the Note (the "Transition Period") will not cause that Project to not be a qualified residential rental project within the meaning of Section 142(d) of the Code. If the occupancy restrictions are not satisfied on the last date of the Transition Period, such failure will cause the relevant Project to not be a qualified residential rental project within the meaning of Section 142(d) of the Code as of the issue date of the Note unless the entire amount of the Note is redeemed as soon as possible, but in no event later than 18 months after the issue date of the Note.

- (ii) The Owner shall submit to the Secretary of the United States Department of the Treasury (at such time and in such manner as the Secretary shall prescribe) an annual certification as to whether the Project continues to meet the requirements of Section 142(d) of the Code, and the Owner acknowledges that failure to do so will subject the Owner to penalties under Section 6652(j) of the Code.
- (iii) On or before the fifteenth day of February, May, August, and November, respectively, of each year during a Qualified Project Period and within thirty (30) days after any change (but only if material to the Owner's continuing compliance with this Tax Regulatory Agreement) in occupancy of an Affordable Unit by a Lower-Income Tenant, respectively, the Owner shall prepare and submit to the Authority and the Fiscal Agent a Certificate of Continuing Compliance in substantially the form attached hereto as Exhibit C, the aforesaid quarterly reporting to commence with the Certificate of Continuing Compliance due on the fifteenth day of the first quarter after the Qualified Project Period commences.
- (b) The Owner shall lease or enter into residency agreements for the occupancy of Affordable Units in the Project to Lower-Income Tenants only pursuant to written leases or residency agreements, and each such lease or residency agreement shall be for a term of at least one year (or the remainder of the tenant's life, if less) in compliance with the requirements of the Code and shall contain a clause or addendum in substantially the form of Exhibit D attached hereto. The Owner shall, upon initial occupancy and annually thereafter, obtain from each Lower-Income Tenant occupying an Affordable Unit an Income Computation and Certification substantially in the form of Exhibit B hereto or in the alternative the forms provided or accepted by HUD under Section 8 of the United States Housing Act of 1937, as amended, or other Authority-approved Tenant Income Certification and related Authority forms, and shall obtain and maintain on file from each such Lower-Income Tenant evidence reasonably sufficient to verify the Lower-Income Tenant's income and assets, including as may be necessary (i) a copy of such Lower-Income Tenant's most recently filed Federal income tax return, (ii) a verification from the Lower-Income Tenant's employer, if any, of the Lower-Income Tenant's wages and other compensation, and (iii) verification of other sources of income, if any.

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- (c) For purposes of this Tax Regulatory Agreement, each Affordable Unit in a Project leased to or occupied by Lower-Income Tenants shall be treated as continuing to be leased to or occupied by Lower-Income Tenants, notwithstanding that the Adjusted Family Income of such Lower-Income Tenants, as of any subsequent determination date, may exceed the applicable limitation; provided however that such Affordable Unit shall no longer be considered leased to or occupied by Lower-Income Tenants if the Adjusted Family Income of such tenants exceeds one hundred forty percent (140%) of the applicable limitation and after such determination, but before the next determination, any residential unit of comparable or smaller size in the same "building" (within the meaning of Section 42 of the Code) is occupied by new residents who are not Lower-Income Tenants. In addition, each Affordable Unit in the Project that is leased to or occupied by Lower-Income Tenants shall continue to be considered leased to or occupied by Lower-Income Tenants after such Affordable Unit is vacated by such Lower-Income Tenants until such time as such residential unit is reoccupied, other than for a temporary period not in excess of thirty-one (31) days, at which time a redetermination of whether the Affordable Unit is occupied by Lower-Income Tenants shall be made.
- (d) The Owner hereby agrees that the Authority shall not be liable for any losses, damages, costs, expenses or claims whatsoever arising from receipt or review by them (or by any person or entity acting on their behalf) of any certificates or reports as to compliance with the requirements of this Tax Regulatory Agreement. The Owner further agrees that the Authority (or any person or entity acting on its behalf) shall not be obligated to review any such report or certificate, or to take any action as a result thereof, but without prejudice to the right of the Authority and the Funding Lender to exercise their rights and remedies hereunder if any such report or certificate discloses noncompliance with the requirements hereof, or if such non-compliance is otherwise discovered. If the Owner becomes aware of non-compliance with the requirements hereof, the Owner shall promptly give written notice thereof to the Authority and the Fiscal Agent.
- (e) The parties to this Tax Regulatory Agreement shall treat as confidential any of the foregoing information relating to a specific Lower-Income Tenant or Affordable Unit provided by the Owner in compliance with this Tax Regulatory Agreement, all applicable state and federal statutes and regulations, and shall implement adequate systems and procedures for maintaining the confidentiality of such information (but may release general statistical and other information about the Project, so long as the privacy rights and interests of the individual residents are protected). The Authority and the Owner shall not use any of the information obtained and/or furnished pursuant to Subparagraph (g) for any purpose described in the federal Fair Credit Reporting Act (15 U.S.C. §1681a(d)(1)) and Section 603(d)(1) of Public Law No. 91-508 or in any manner that would cause a lender or owner to be considered a "consumer reporting agency" under the federal Fair Credit Reporting Act (15 U.S.C. §1681a(f) and 603(f) of Public Law No. 91-508).



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- (f) The Owner shall prepare and submit such additional reports as the Authority may deem reasonably necessary to ensure compliance with the requirements of this Tax Regulatory Agreement.
- (g) The Owner shall maintain as part of its records for five (5) years (i) copies of all leases and residency agreements of Affordable Units; (ii) all initial and annual income certifications by Lower-Income Tenants of Affordable Units and (iii) such additional records as the Authority may deem necessary to ensure compliance with the requirements of this Tax Regulatory Agreement.

## SECTION 5. Transfer Restrictions; Covenants to Run With the Land; Duration of Tax Regulatory Agreement.

- (a) The Owner covenants and agrees that the Owner will cause or require as a condition precedent to any conveyance, transfer, assignment or any other disposition of the Project, prior to the expiration of the Qualified Project Period (a "Transfer") that the transferee of that portion assume in writing, in a form acceptable to the Authority, all duties and obligations of the Owner under this Tax Regulatory Agreement, including this Section 5 in the event of a subsequent Transfer before the expiration of the Qualified Project Period. The Owner shall deliver such written assumption agreement to the Authority before the Transfer. Any conveyance, transfer or assignment by the Owner of the Project not complying with this Section shall be null, void and without effect. Notwithstanding the foregoing, there shall be no Transfer without the prior written consent of the Authority, which consent shall not be unreasonably withheld or delayed.
- (b) The Owner shall cause this Tax Regulatory Agreement and all amendments and supplements hereto to be recorded in the conveyance and real property records of Cook County, Illinois, and in such other places as the Authority may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording. The covenants contained herein shall run with the land and shall bind the Owner and its successors and assigns and all subsequent owners of any part of the Project or any interest therein, and the benefits shall inure to the Authority and the Funding Lender and their respective successors and assigns, during the Qualified Project Period. Unless the covenants contained herein have been released by the Authority in writing, they shall survive and be effective for the term of this Tax Regulatory Agreement regardless of whether any obligations owed to the Authority or the Funding Lender or to any assignees of the Authority or the Funding Lender have been fully paid and/or performed.

SECTION 6. Reliance. In performing their duties and obligations hereunder, the Authority and the Fiscal Agent may conclusively rely upon statements and certificates of the Owner or Lower-Income Tenants believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the Owner pertaining to occupancy of the Project. In addition, the Authority and the Fiscal Agent may consult with counsel of their selection, respectively, and the opinion of such counsel shall be full and complete authorization

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and protection in respect of any action taken or suffered by any of the Authority, the Fiscal Agent hereunder in good faith and in conformity with the opinion of such counsel.

The Fiscal Agent may rely on the certificates and reports delivered to any of them by the Owner without independent investigation, and the Fiscal Agent's responsibilities hereunder shall not extend beyond the receipt of such certificates and reports required to be submitted to them by the Owner under this Agreement. The Fiscal Agent shall not have a duty to make any investigation or inquiry as to any statement or other matter referred to in such instruments but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. Any certificate or document provided to the Fiscal Agent shall not contain Social Security numbers. If Social Security numbers are included in the document, the document shall be transmitted by a secured electronic method approved by the intended recipient.

**SECTION 7. Access to Development and to Books and Records.** The Owner will, upon reasonable request, permit the Authority and the Fiscal Agent to have access to, and to inspect and copy, the Owner's books and records with respect to the Project and the incomes of Qualifying Tenants and to have access to the Project during normal business hours. Such rights may be exercised by a representative, employee or agent of, or counsel to, the party making the request.

**SECTION 8. Term.** The terms and provisions of this Tax Regulatory Agreement shall become effective upon its execution and delivery. Except as otherwise provided in this Section, this Tax Regulatory Agreement shall remain in full force and effect until the end of the Qualified Project Period. It is expressly agreed and understood that the provisions hereof are intended to survive the payment of the Note. The foregoing notwithstanding, this Tax Regulatory Agreement and all restrictions hereunder may terminate: (A) if there is delivered to the Authority, the Fiscal Agent and the Owner an opinion of nationally recognized bond or tax counsel acceptable to the Authority to the effect that failure to comply with this Tax Regulatory Agreement will not cause interest on the Note to become includable in the gross income of the holders thereof for Federal income tax purposes, or (B) in the event of an involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, condemnation or similar event, or a change in a federal law or an action of a federal agency after the date of issuance of the Note that prevents the Authority from enforcing the terms of this Tax Regulatory Agreement, but only if, within a reasonable period, either the Note is repaid or amounts received as a consequence of such event are used to provide a residential rental project that meets the terms of this Tax Regulatory Agreement. Notwithstanding the foregoing, such requirements shall continue to apply to the Project subsequent to a foreclosure, transfer of title by deed in lieu of foreclosure or similar event if, at any time subsequent to such event, the obligor on the purpose investment (as defined in Section 1.148-1(b) of the Treasury Regulations) or a Related Person obtains an ownership interest in a Project or any part thereof for Federal tax purposes.

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## SECTION 9. Enforcement.

(a) In addition to the information provided for in Section 4 hereof, the Owner shall submit any other information, documents or certifications reasonably requested by the Authority, or the Fiscal Agent that the Authority deems reasonably necessary to substantiate continuing compliance with the provisions of this Tax Regulatory Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(b) The Authority and the Owner each covenant that it will not take or permit to be taken any action within its control that it knows would adversely affect the exclusion of interest on the Note from the gross income of the owners thereof for purposes of federal income taxation pursuant to Section 103 of the Code. Moreover, the Authority and the Owner covenant to take any lawful action within their control and the Fiscal Agent covenant to take any lawful action within the scope of their respective duties hereunder that they are directed, in writing, to take by the Owner, the Authority or nationally recognized bond counsel (including amendment of this Agreement as may be necessary, in the opinion of Bond Counsel (as defined in the Funding Loan Agreement)) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting the Project.

(c) The Owner covenants and agrees to inform the Authority and the Fiscal Agent by written notice of any violation of its obligations hereunder within five days of first discovering any such violation. If any such violation is not corrected to the satisfaction of the Authority within the period of time specified by the Authority, which shall be (A) 60 days after the effective date of any notice to or from the Owner, or (B) such longer period as is specified in an opinion of Bond Counsel, and as in such opinion will not result in the loss of exclusion of interest on the Note, without further notice, the Authority shall declare a default under this Tax Regulatory Agreement effective on the date of such declaration of default, and the Authority shall apply to any court, state or federal, for specific performance of this Tax Regulatory Agreement or an injunction against any violation of this Tax Regulatory Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct noncompliance with this Tax Regulatory Agreement.

(d) The Owner and the Authority each acknowledges that the primary purpose for requiring compliance with the restrictions provided in this Tax Regulatory Agreement is to preserve the exclusion of interest on the Note from gross income for purposes of federal income taxation, and that the Authority, on behalf of the owner or owners of the Note, and the Fiscal Agent, on behalf of the owner or owners of the Note, which owner or owners are declared to be third-party beneficiaries of this Tax Regulatory Agreement, shall be entitled for any breach of the provisions hereof, to all remedies both at law and in equity in the event of any default hereunder, which in the opinion of the Authority and nationally recognized bond counsel adversely affected the exclusion of interest on the Note from gross income for purposes of federal income taxation.

(e) In the enforcement of this Tax Regulatory Agreement, the Authority and the Fiscal Agent may rely on any certificate delivered by or on behalf of the Owner or any tenant with respect to the Project.

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(f) Nothing in this Section shall preclude the Authority, the Fiscal Agent or the owner or owners of the Note from exercising any remedies they might otherwise have, by contract, statute or otherwise, upon the occurrence of any violation hereunder, which in the opinion of the Authority and Bond Counsel would adversely affect the exclusion of interest on the Note from gross income for purposes of federal income taxation.

SECTION 10. Governing Law. This Tax Regulatory Agreement shall be governed by the internal laws of the State of Illinois except to the extent that laws of the United States of America may prevail.

SECTION 11. Amendments. This Tax Regulatory Agreement shall be amended only by a written instrument executed by the parties hereto, and only upon receipt of an opinion of nationally recognized bond or tax counsel acceptable to the Authority that such amendment or revision will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Note.

SECTION 12. Notices. Any notice required to be given hereunder shall be given by registered or certified mail at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto:

If to the Authority:

Illinois Housing Development Authority  
111 East Wacker Drive, Suite 1000  
Chicago, Illinois 60601  
Attention: Multifamily Housing Department

With a copy to:

Illinois Housing Development Authority  
111 East Wacker Drive, Suite 1000  
Chicago, Illinois 60601  
Attention: General Counsel

If to Owner:

Standard Commonwealth Venture LP  
401 North Michigan Avenue, Suite 1200  
Chicago, IL 60611  
Attention: Robert Koerner

With a copy to:

Standard Commonwealth Venture LP  
c/o Standard Communities  
31899 Del Obispo Street, Suite 150  
San Juan Capistrano, CA 92675  
Attention: Brad Martinson

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With a copy to:

Rutan & Tucker LLP  
18575 Jamboree Road, 9th Floor  
Irvine, CA 92612  
Attention: Randall M. Babbush, Esq.

With a copy to:

PNC Fund 82 MT 1, LLC  
c/o PNC Real Estate  
121 S.W. Morrison Street, Suite 1300  
Portland, Oregon 97204-3143  
Attention: Asset Manager

With a copy to:

Kutak Rock LLP  
1650 Farnam Street  
Omaha, Nebraska 68102  
Attention: Shane Deaver, Esq.

If to the Fiscal Agent:

Wilmington Trust, National Association  
650 Town Center Drive, Suite 800  
Costa Mesa, CA 92626  
Attention: Corporate Trust Services  
Email: [gyang@wilmingtontrust.com](mailto:gyang@wilmingtontrust.com)  
Telephone: (714) 384-4159

SECTION 13. Severability. If any provision of this Tax Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

SECTION 14. Multiple Counterparts. This Tax Regulatory Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

SECTION 15. Limitation of Liability. It is understood and agreed by the Owner that no covenant of the Authority gives rise to a pecuniary liability of the Authority or a charge against its general credit. It is further understood and agreed that no covenant or agreement of any partner of the Owner or the Authority or any director, officer, agent, employee or representative of the Owner or the Authority in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution hereof, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise.

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SECTION 16. Change in Use. The Owner understands and acknowledges that Section 150(b)(2) of the Code provides that if the requirements for a “qualified residential rental project” are not met under Section 142(d) of the Code with respect to the Project, no deduction shall be allowed for interest paid on the Note that accrues during the period beginning on the first day of the taxable year in which the Project fails to meet such requirements and ending on the date the Project meets the requirements.

SECTION 17. Monitoring Requirements. Upon the occurrence and continuance of a default hereunder on the part of the Owner, the Authority may engage the service of a third-party monitoring agent for purposes of monitoring the Owner’s performance under this Tax Regulatory Agreement. In such event, such monitoring agent shall have authority to act in all matters relating to the Owner’s obligations under this Tax Regulatory Agreement. In the event the Authority engages the service of a monitoring agent, all reasonable fees and expenses of such monitoring agent actually incurred shall be paid by the Owner. Further, such monitoring agent shall not be held liable for any action taken or omitted under this Tax Regulatory Agreement so long as it shall have acted in good faith and without gross negligence. The Owner shall file each year with the Internal Revenue Service a Form 8703 (Annual Certification of a Residential Rental Project) to provide annual information to the Internal Revenue Service that it will use to determine whether the Project continues to be a “qualified residential rental project” under Section 142(d) of the Code.

SECTION 18. Right to Cure. Notwithstanding anything to the contrary in this Tax Regulatory Agreement, the Limited Partner (as defined in the Project Loan Agreement) shall have the right (but not the obligation) to cure any default or event of default hereunder on the part of the Owner and any such cure tendered by the Limited Partner shall be accepted or rejected as if tendered by Owner.

## SECTION 19. Fiscal Agent.

The Fiscal Agent is executing and delivering this Tax Regulatory Agreement solely for the purposes of acknowledging the matters set forth herein and being bound to undertake only those duties and responsibilities specifically set forth with respect to, respectively, the Fiscal Agent. With respect to matters set forth in the remaining Sections of this Tax Regulatory Agreement, the Fiscal Agent has not made any investigation, does not make any representation nor undertakes any duties or responsibilities. No implied duties or responsibilities may be read into this Tax Regulatory Agreement against the Fiscal Agent and the Fiscal Agent shall be entitled to the protections, privileges, exculpation and indemnities contemplated under the related Authority Agreements. Except for obligations that are contained in provisions from the Authority Agreements that explicitly survive the termination of the Authority Agreements, with respect to the Note, after the date on which the Note is no longer Actually Outstanding, the Fiscal Agent shall not have duties or responsibilities with respect to the Note under this Tax Regulatory Agreement and shall not be considered a party hereto, and all references herein to the Fiscal Agent, as the case may be, shall be deemed references to the Authority.

In determining whether any default or lack of compliance by the Owner exists under this Tax Regulatory Agreement, the Fiscal Agent shall not be required to conduct any investigation into or review the operations or records of the Owner and, absent actual knowledge of any default

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or noncompliance, may assume compliance by the Owner with this Tax Regulatory Agreement unless otherwise specifically notified in writing.

The permissive rights of the Fiscal Agent to take actions permitted by this Tax Regulatory Agreement shall not be construed as an obligation or duty to do so. The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in any of them by this Tax Regulatory Agreement at the request or direction of the Authority pursuant to this Tax Regulatory Agreement, unless the Authority shall have offered to the Fiscal Agent in writing security or indemnity reasonably satisfactory to the Fiscal Agent, as applicable, against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction, except costs, expense and liabilities which are adjudicated to have resulted from its own negligence or willful misconduct.

The Fiscal Agent shall not be under any duty to confirm or verify any financial or other statements, reports or certificates furnished pursuant to any provisions hereof, and shall not be under any other duty in respect of same except to retain the same in its files and permit the inspection of same at reasonable times by the Authority. Delivery of reports, information and documents to the Fiscal Agent under this Tax Regulatory Agreement is for safe-keeping purposes only and the Fiscal Agent's receipt of the foregoing shall not imply a duty to review and shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Owner's compliance with any of its covenants hereunder.

The Fiscal Agent has the right to appoint agents to carry out any of their respective duties and obligations hereunder, and shall, upon request, certify in writing to the other parties hereto any such agency appointment.

SECTION 20. Freddie Mac Rider. Exhibit E, Freddie Mac Rider, is hereby attached hereto and made part hereof.

[Signatures appear on following pages.]

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IN WITNESS WHEREOF, the Authority and the Owner have caused this Tax Regulatory Agreement to be signed and sealed by their duly authorized representatives, all as of the date first written hereinabove.

## ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By:   
Kristin Faust, Executive Director

## OWNER:

**STANDARD COMMONWEALTH VENTURE LP,**  
an Illinois limited partnership

By: Standard Commonwealth Manager LLC,  
a Delaware limited liability company,  
its General Partner

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

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION,** as Fiscal Agent

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

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STATE OF ILLINOIS        )  
                                          ) ss:  
COUNTY OF COOK        )

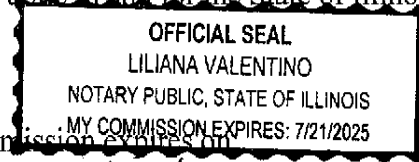
BEFORE ME, the undersigned authority, on this day personally appeared Kristin Faust, Executive Director of the Illinois Housing Development Authority, a body politic and corporate duly organized and validly existing under the laws of the State of Illinois (the "Authority"), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of the Authority.

GIVEN UNDER MY HAND and seal of office, this the 18<sup>th</sup> day of November, 2022.

*Liliana Valentino*

Notary Public in and for the State of Illinois

[SEAL]



My commission expires on

07/21/2025

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the Authority and the Owner have caused this Tax Regulatory Agreement to be signed and sealed by their duly authorized representatives, all as of the date first written hereinabove.

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Kristin Faust, Executive Director

**OWNER:**

**STANDARD COMMONWEALTH VENTURE LP,**  
an Illinois limited partnership

By: Standard Commonwealth Manager LLC,  
a Delaware limited liability company,  
its General Partner

By: \_\_\_\_\_  
Name: Bradley C. Martinson  
Title: Authorized Representative

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Fiscal Agent**

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

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

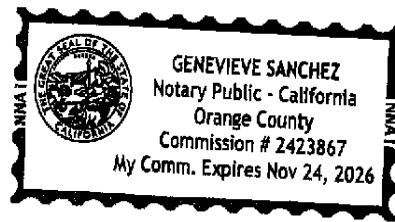
On December 15, 2022, before me, Genevieve Sanchez, Notary Public,  
(insert name and title of the officer)

Notary Public, personally appeared Bradley C. Martinson,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Genevieve Sanchez (Seal)



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IN WITNESS WHEREOF, the Authority and the Owner have caused this Tax Regulatory Agreement to be signed and sealed by their duly authorized representatives, all as of the date first written hereinabove.

## ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Kristin Faust, Executive Director


## OWNER:

**STANDARD COMMONWEALTH VENTURE LP,**  
an Illinois limited partnership

By: Standard Commonwealth Manager LLC ,  
a Delaware limited liability company,  
its General Partner

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

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Fiscal Agent**

By:   
Name: Grace Yang  
Title: Vice President

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## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On December 5, 2022 before me, Michelle Y. Cheng, Notary Public  
(insert name and title of the officer)

personally appeared Grace Yang  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



Property Clerk's Office

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## EXHIBIT A

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

LOT 62 IN ANDREWS, SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 IN OUTLOT "A" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Parcel No. 14-28-310-001-0000

Property Address: 2757 North Pine Grove Avenue, Chicago, IL

Property of Cook County Clerk's Office

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## EXHIBIT B: INCOME COMPUTATION AND CERTIFICATION<sup>1</sup>

**NOTE TO APARTMENT OWNER:** This form is designed to assist you in computing Annual Income in accordance with the method set forth in the Department of Housing and Urban Development ("HUD") Regulations (24 CFR Part 5). You should make certain that this form is at all times up to date with HUD Regulations. All capitalized terms used herein shall have the meanings set forth in (or incorporated by reference in) the Tax Regulatory Agreement, dated as of December 1, 2022, by and among the Illinois Housing Development Authority, Standard Commonwealth Venture LP, and Wilmington Trust, National Association, in its capacity as Fiscal Agent for the Note.

Re: Commonwealth Apartments  
2753-2759 N. Pine Grove Avenue and 445 W. Diversey Parkway  
Chicago, IL 60614

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment project for which application is made. Listed below are the names of all persons who intend to reside in the unit:

1.	2.	3.	4.	5.
Name of Members of the Household	Relationship to Head of Household	Age	Social Security Number	Place of Employment
	HEAD			
	SPOUSE			

6. **Total Anticipated Income.** The total anticipated income, calculated in accordance with this paragraph 6, of all persons listed above for the 12-month period beginning the date that I/we plan to move into a unit (i.e., \_\_\_\_\_) is \$\_\_\_\_\_.

Included in the total anticipated income listed above are:

(a) the full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

<sup>1</sup> The form of Income Computation and Certification shall be conformed to any amendments made to 24 CFR Part 5, or any Tax Regulatory provisions promulgated in substitution therefore.

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(b) the net income from operation of a business or profession or net income from real or personal property (without deducting expenditures for business expansion or amortization or capital indebtedness); an allowance for depreciation of capital assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; include any withdrawal of cash or assets from the operation of a business or profession, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the above persons;

(c) interest and dividends (see 7(C) below);

(d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;

(e) payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation and severance pay;

(f) the amount of any public welfare assistance payment; if the welfare assistance payment includes any amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities (if the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph 6(f)(ii) shall be the amount resulting from one application of the percentage);

(g) periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and

(h) all regular pay, special pay and allowances of a member of the Armed Forces.

Excluded from such anticipated total income are:

(a) income from employment of children (including foster children) under the age of 18 years;

(b) payments received for the care of foster children or foster adults;



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- (c) lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains and settlement for personal or property losses;
- (d) amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (e) income of a live-in aide;
- (f) the full amount of student financial assistance paid directly to the student or to the educational institution;
- (g) special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (h) amounts received under training programs funded by the Department of Housing and Urban Development ("HUD");
- (i) amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- (j) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- (k) a resident service stipend in a modest amount (not to exceed \$200 per month) received by a resident for performing a service for Commonwealth Apartments, on a part-time basis, that enhances the quality of life in the Project, including, but not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination (no resident may receive more than one stipend during the same period of time);
- (l) compensation from state or local employment training programs and training of a family member as resident management staff, which compensation is received under employment training programs (including training programs not affiliated with a local government) with clearly defined goals and objectives, and which compensation is excluded only for the period during which the family member participates in the employment training program;
- (m) reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (n) earnings in excess of \$480 for each full-time student, 18 years or older, but excluding the head of household and spouse;
- (o) adoption assistance payments in excess of \$480 per adopted child;

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(p) deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

(q) amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(r) amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

(s) temporary, nonrecurring or sporadic income (including gifts); and

(t) amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

7. Assets. (A) Do the persons whose income or contributions are included in Item 6 above:

(i) have savings, stocks, bonds, equity in real property or other forms of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles, equity in HUD homeownership programs, and interests in Indian trust land)?  Yes  No

(ii) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value?  Yes  No

(B) If the answer to (i) or (ii) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than \$5,000?  Yes  No

(C) If the answer to (B) above is yes, state:

(iii) the total value of all such assets: \$ \_\_\_\_\_

(iv) the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy of the unit that you propose to rent: \$ \_\_\_\_\_, and

(v) the amount of such income, if any, that was included in Item 6 above: \$ \_\_\_\_\_

8. Relationship to Project Owner. The unit I/we propose to rent is part of a rental housing project owned by Standard Commonwealth Venture LP and known as "Commonwealth Apartments". Neither myself nor any other occupant of the unit I/we propose to rent has any ownership interest in the rental housing project in which the unit is located, has any family relationship to any partner (or direct or indirect owner of any partner) in Standard Commonwealth

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Venture LP, or owns directly or indirectly any interest in Standard Commonwealth Venture LP. For purposes of this paragraph, indirect ownership by an individual shall mean ownership by a family member; ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member; and ownership, direct or indirect, by a partner of the individual.

9. Reliance. This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit and is relevant to the status under federal income tax law of the interest on bonds issued to provide financing for the apartment development for which application is being made. I/We consent to the disclosure of such information to the Illinois Housing Development Authority (the Authority of such bonds), the holders of such bonds, any Fiscal Agent acting on their behalf and any authorized agent of the Treasury Department or the Internal Revenue Service. I/We declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable, and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the under signed deemed necessary.

10. Further Assistance. I/We will assist the Owner in obtaining any information or documents required to verify the statements made herein, including, but not limited to, either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding two calendar years.

11. Misrepresentation. I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit, and may entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for ejection or other appropriate proceedings.

[Signatures Appear on Following Page]

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I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, Illinois.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

[Signature of all persons over the age of 17 years listed in number 2 above required.]

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(NOTARY SEAL)

Notary Public in and for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

### FOR COMPLETION BY APARTMENT OWNER ONLY:

1. Calculation of eligible income:

a. Enter amount entered for entire household in 6 above: \$ \_\_\_\_\_

b. (1) if the amount entered in 7(C)(i) above is greater than \$5,000, enter the total amount entered in 7(C)(ii), subtract from that figure the amount entered in 7(C)(iii) and enter the remaining balance (\$ \_\_\_\_\_);

(2) multiply the amount entered in 7(C)(i) times the current passbook savings rate as determined by HUD to determine what the total annual earnings on the amount in 7(C)(i) would be if invested in passbook savings (\$ \_\_\_\_\_), subtract from that figure the amount entered in 7(C)(iii) and enter the remaining balance (\$ \_\_\_\_\_); and

(3) enter at right the greater of the amount calculated under (1) or (2) above: \$ \_\_\_\_\_

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c. TOTAL ELIGIBLE INCOME (Line 1.a plus line 1.b(3)): \$ \_\_\_\_\_

2. The amount entered in 1.c is:

\_\_\_\_\_ Less than 50% of Median Gross Income for Area.<sup>2</sup>

\_\_\_\_\_ More than 50% of Median Gross Income for the Area.<sup>3</sup>

3. Number of apartment unit assigned: \_\_\_\_\_

Bedroom Size: \_\_\_\_\_ Rent: \$ \_\_\_\_\_

4. The last tenants of this apartment unit for a period of at least 30 consecutive days [had/did not have] aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, of less than 50% of Median Gross Income for the Area.

5. Method used to verify applicant(s) income:

\_\_\_\_\_ Employer income verification.

\_\_\_\_\_ Copies of tax returns.

\_\_\_\_\_ Other (\_\_\_\_\_)

\_\_\_\_\_

<sup>2</sup>“Median Gross Income for the Area” means the median income for the area where the Project is located as determined by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, or if programs under Section 8 are terminated, median income determined under the method used by the Secretary prior to the termination. “Median Gross Income for the Area” shall be adjusted for family size. “Median Gross Income for the Area” shall not be reduced for any calendar year to which Section 3009 of the Housing and Economic Recovery Act of 2010 applies.

<sup>3</sup> See Footnote 2.

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**STANDARD COMMONWEALTH VENTURE LP**, an Illinois limited partnership

By: Standard Commonwealth Manager LLC,  
a Delaware limited liability company,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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## INCOME VERIFICATION (for employed persons)

The undersigned employee has applied for a rental unit located in a project financed by the Illinois Housing Development Authority. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages	_____
Overtime	_____
Bonuses	_____
Commissions	_____
Total current income	_____

I hereby certify that the statements above are true and complete to the best of my knowledge.

_____	_____	_____
Signature	Date	Title

I hereby grant you permission to disclose my income to Standard Commonwealth Venture LP, an Illinois limited partnership, in order that it may determine my income eligibility for rental of an apartment located in its project which has been financed by the Illinois Housing Development Authority.

_____	_____
Signature	Date

Please send to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## INCOME VERIFICATION (for self-employed persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding two calendar years and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## EXHIBIT C: CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

The undersigned, Authorized Owner Representative of Standard Commonwealth Venture LP, an Illinois limited partnership (the "Owner"), hereby certifies as follows:

1. The undersigned has read and is thoroughly familiar with the provisions of the Tax Regulatory Agreement, dated as of December 1, 2022, among the Owner, the Illinois Housing Development Authority and Wilmington Trust, National Association, in its capacity as Fiscal Agent for the Note (the "Tax Regulatory Agreement").

2. Based on Income Computations and Certifications on file with the Owner, as of the date of this Certificate the following number of completed residential units in the Project (i) are occupied by Qualifying Tenants (as such term is defined in the Tax Regulatory Agreement), or (ii) were previously occupied by Qualifying Tenants and have been vacant and not reoccupied except for a temporary period of no more than 31 days:

Occupied by Qualifying Tenants: \_\_\_\_\_ No. of Units

Previously occupied by Qualifying Tenants (vacant and not reoccupied except for a temporary period of no more than 31 days) \_\_\_\_\_ No. of Units

3. The total number of completed residential units in the Project is \_\_\_\_\_

4. No default has occurred and is continuing under the Tax Regulatory Agreement.

Date: \_\_\_\_\_

**OWNER:**

**STANDARD COMMONWEALTH VENTURE LP, an Illinois limited partnership**

By: Standard Commonwealth Manager LLC,  
a Delaware limited liability company,  
its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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## EXHIBIT D

### REQUIRED LEASE OR RESIDENCY AGREEMENT PROVISIONS FOR PROJECT

#### Section \_\_\_\_ . TENANT TO FURNISH INFORMATION ABOUT INCOME.

- A. Information to be Furnished. Tenant agrees to provide to Landlord an annual certificate regarding Tenant's income. The certificate shall be provided each year and shall be on a form provided by Landlord. Tenant also agrees, at the request of the Landlord, to provide to Landlord copies of Tenant's federal income tax returns and any other information or certificates requested by Landlord. Landlord agrees to request the income tax returns and information only for the purpose of complying with the rules and regulations of the Department of Treasury or the Internal Revenue Service relating to tax-exempt financing of qualified residential rental housing projects.
- B. Landlord May Disclose Financial Information. Tenant agrees that the certificates, income tax returns and other information provided by Tenant may be disclosed by Landlord to the Department of Treasury, the Internal Revenue Service or any other person as may be required to satisfy Landlord's obligations relating to the tax-exempt financing for the leased premises.
- C. Failure to Provide Information is Default by Tenant. Tenant agrees that any failure to provide information which Tenant is required to provide under Section A above shall be a default by Tenant of its agreements under the Lease. Tenant also agrees that if any of the certificates, tax returns, or information provided by Tenant are untrue, Tenant shall be in default under this Lease. In the event of any such default, Landlord shall have the right to exercise any right or remedy described in Section of this Lease.

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## EXHIBIT E

### FREDDIE MAC RIDER

This **Freddie Mac Rider** (the "**Rider**") is attached to and forms a part of the Tax Regulatory Agreement (the "**Regulatory Agreement**"), dated as of December 1, 2022, by and among the Illinois Housing Development Authority (the "**Governmental Lender**"), Wilmington Trust, National Association, as fiscal agent (together with any successor in such capacity, the "**Fiscal Agent**") and Standard Commonwealth Venture LP, (together with any successor to its rights, duties and obligations hereunder and as owner of the Project identified herein, the "**Borrower**").

1. **Definitions.** Terms used in this Rider as defined terms shall have the meanings given those terms in the Regulatory Agreement and the Funding Loan Agreement. In addition, the following terms shall have the following meanings:

"**Freddie Mac**" means the Federal Home Loan Mortgage Corporation, a shareholder-owned government-sponsored enterprise organized and existing under the laws of the United States.

"**Funding Lender**" means the holder of the Governmental Note, initially JLL Real Estate Capital, LLC and on the Freddie Mac Purchase Date, Freddie Mac, and any successors or assigns thereof.

"**Funding Loan Agreement**" means the Funding Loan Agreement dated as of December 1, 2022, by and among the Governmental Lender, the Initial Funding Lender set forth therein and the Fiscal Agent, as such Funding Loan Agreement may from time to time be amended or supplemented.

"**Governmental Note**" means the Multifamily Housing Revenue Note, Series 2022 (Commonwealth Apartments) dated December [ ], 2022, delivered by the Governmental Lender pursuant to the Funding Loan Agreement.

"**Project Loan**" means the loan to the Borrower pursuant to the Project Loan Documents, which Project Loan is to be assigned to the Fiscal Agent.

"**Project Loan Agreement**" means the Project Loan Agreement dated as of December 1, 2022, among the Borrower, the Governmental Lender and the Fiscal Agent, as such Project Loan Agreement may from time to time be amended or supplemented.

"**Project Loan Documents**" means the Security Instrument, the Project Note, the Project Loan Agreement, the Tax Regulatory Agreement, the Assignment, the Continuing Covenant Agreement, any Subordination Agreement(s) and any and all other instruments and other documents evidencing, securing, or otherwise relating to the Project Loan or any portion thereof.

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**“Project Note”** means the Project Note, including applicable addenda, to be executed by the Borrower in favor of the Governmental Lender, evidencing the Borrower’s financial obligations under the Project Loan, and to be endorsed by the Governmental Lender, without recourse, to the order of the Fiscal Agent, as the same may be amended, modified, supplemented or restated from time to time.

**“Security Instrument”** means the Multifamily Mortgage, Assignment of Rents and Security Agreement, together with all riders thereto, securing the Project Note, to be executed by the Borrower with respect to the Project, as it may be amended, modified, supplemented or restated from time to time.

**“Servicer”** means JLL Real Estate Capital, LLC, or any successor Servicer selected by Freddie Mac.

2. **Applicability.** The provisions of this Rider shall amend and supplement the provisions of, and in the event of a conflict shall supersede the conflicting provisions of, the Regulatory Agreement.

3. **Indemnification.** Inasmuch as the covenants, reservations and restrictions of the Regulatory Agreement run with the land, the indemnification obligations of the Borrower contained in the Regulatory Agreement will be deemed applicable to any successor in interest to the Borrower, but, it is acknowledged and agreed, notwithstanding any other provision of the Regulatory Agreement to the contrary, that neither the Funding Lender nor any successor in interest to the Funding Lender will assume or take subject to any liability for the indemnification obligations of the Borrower for acts or omissions of the Borrower prior to any transfer of title to Freddie Mac, whether by foreclosure, deed in lieu of foreclosure or comparable conversion of the Project Loan. The Borrower shall remain liable under the indemnification provisions for its acts and omissions prior to any transfer of title to the Funding Lender. The Funding Lender shall indemnify the Governmental Lender following acquisition of the Project by the Funding Lender, by foreclosure, deed in lieu of foreclosure or comparable conversion of the Project Loan, during, and only during, any ensuing period that the Funding Lender owns and operates the Project, provided that the Funding Lender’s liability shall be strictly limited to acts and omissions of the Funding Lender occurring during the period of ownership and operation of the Project by the Funding Lender. The Funding Lender shall have no indemnification obligations with respect to the Governmental Note or the Project Loan Documents. The Borrower shall remain liable under the Regulatory Agreement for its actions and omissions prior to any transfer of title to the Funding Lender.

4. **Sale or Transfer.** Restrictions on sale or transfer of the Project or of any interest in the Borrower, Governmental Lender and/or Fiscal Agent consents, transferee agreements, transferee criteria and requirements, opinion requirements, assumption fees, transfer fees, penalties and the like shall not apply to any transfer of title to the Project to the Funding Lender or to a third party by foreclosure, deed in lieu of foreclosure or comparable conversion of the Project Loan or to any subsequent transfer by the Funding Lender following foreclosure, deed-in-lieu of foreclosure or comparable conversion of the Project Loan. No transfer of the Project shall operate to release the Borrower from its obligations under the Regulatory Agreement. Nothing contained in the Regulatory Agreement shall affect any provision of the Continuing Covenant Agreement or

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any of the other Project Loan Documents that requires the Borrower to obtain the consent of the Funding Lender as a precondition to sale, transfer or other disposition of, or any direct or indirect interest in, the Project or of any direct or indirect interest in the Borrower, excluding transfers permitted by the Continuing Covenant Agreement. No covenant obligating the Borrower to obtain an agreement from any transferee to abide by all requirements and restrictions of the Regulatory Agreement shall have any applicability to a transfer to the Funding Lender upon foreclosure, deed-in-lieu of foreclosure or comparable conversion of the Project Loan by the Funding Lender, or to any subsequent transfer by the Funding Lender following foreclosure, deed-in-lieu of foreclosure or comparable conversion of the Project Loan.

5. Enforcement. Notwithstanding anything contained in the Regulatory Agreement to the contrary: (i) the occurrence of an event of default under the Regulatory Agreement shall not, under any circumstances whatsoever, be deemed or constitute a default under the Project Loan Documents, except as may be otherwise specified in the Project Loan Documents; and (ii) the occurrence of an event of default under the Regulatory Agreement shall not impair, defeat or render invalid the lien of the Security Instrument. No person other than the Funding Lender shall have the right to (a) declare the principal balance of the Project Note to be immediately due and payable or (b) commence foreclosure or other like action with respect to the Security Instrument. The Governmental Lender and the Fiscal Agent acknowledge and agree that the exercise of any rights and remedies under the Regulatory Agreement is subject to the provisions of the Project Loan Documents.

6. Notice of Violations. Promptly upon determining that a violation of the Regulatory Agreement has occurred, the Governmental Lender or the Fiscal Agent shall, by notice in writing to the Borrower, the Servicer and the Funding Lender, inform the Borrower, the Servicer and the Funding Lender that such violation has occurred, the nature of the violation and that the violation has been cured or has not been cured, but is curable within a reasonable period of time, or is incurable; notwithstanding the occurrence of such violation, neither the Governmental Lender nor the Fiscal Agent shall have, and each of them acknowledge that they shall not have, any right to cause or direct acceleration of the Project Loan, to enforce the Project Note or to foreclose on the Security Instrument.

7. Amendments. The Regulatory Agreement shall not be amended without the prior written consent of the Funding Lender.

8. Fees; Penalties. The Funding Lender shall not be liable for the payment of any compensation, or any accrued unpaid fees, costs, expenses or penalties otherwise owed by the Borrower or any subsequent owner of the Project prior to the date of acquisition of the Project by the Funding Lender, whether such acquisition is by foreclosure, deed-in-lieu of foreclosure or comparable conversion of the Project Loan.

9. Subordination. The terms, covenants and restrictions of the Regulatory Agreement, other than those set forth in Sections 3 and 4, are and shall at all times remain subject and subordinate, in all respects, to the liens, rights and interests created under the Project Loan Documents.

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10. Third-Party Beneficiary. The parties to the Regulatory Agreement recognize and agree that the terms of the Regulatory Agreement and the enforcement of those terms are essential to the security of the Funding Lender and are entered into for the benefit of various parties, including the Funding Lender. The Funding Lender shall accordingly have contractual rights in the Regulatory Agreement and shall be entitled (but not obligated) to enforce, separately or jointly with the Governmental Lender and/or the Fiscal Agent, or to cause the Governmental Lender or the Fiscal Agent to enforce, the terms of the Regulatory Agreement. In addition, the Funding Lender is intended to be and shall be a third-party beneficiary of the Regulatory Agreement.

11. Notices. Copies of all notices under the Regulatory Agreement shall be sent to the Servicer at the address set forth below or to such other address as the Servicer may from time to time designate:

JLL Real Estate Capital, LLC  
 2177 Youngman Avenue, Suite 100  
 St. Paul, MN 55116  
 Attention: Loan Servicing  
 Email: loanservicing@am.jll.com

Any notice to be given to Freddie Mac shall be sent to Freddie Mac at the address set forth below or to such other address as Freddie Mac may from time to time designate:

Federal Home Loan Mortgage Corporation  
 8100 Jones Branch Drive  
 McLean, Virginia 22102  
 Attention: Multifamily Operations - Loan Accounting  
 Email: mfla@freddiemac.com  
 Telephone: (703) 714-4177

with a copy to:

Federal Home Loan Mortgage Corporation  
 8200 Jones Branch Drive  
 McLean, Virginia 22102  
 Attention: Managing Associate General Counsel –  
 Multifamily Legal Division  
 Email: guy\_nelson@freddiemac.com  
 Telephone: (703) 903-2000