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CAREN A. YARBROUGH

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Door Coop Coup Sweta Shah **Assistant Corporation Counsel** City of Chicago 121 North LaSalle Street - Room 600 Chicago, Illinois 60602 Y10652348 (24C OF 36)

LOW INCOME HOUSING TAX CREDITS REGULATORY AGREEMENT

THIS LOW INCOME HOUSING TAX CREDITS REGULATORY AGREEMENT dated as of this 1st day of January, 2023 (this "Regulatory Agreement"), by any among the City of Chicago, Illinois (the "City"), an Illinois municipal corporation, by and through its Department of Housing ("DOH"), with offices at 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, and RS Affordable I LLC, an Illinois limited liability company (the "Owner").

WITNESSETH

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

WHEREAS, the Owner has received from DOH an allocation of low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986 ("Section 42") in the amount described on Exhibit B hereto in connection with the Rental Project; and

WHEREAS, the City is a "housing credit agency" with respect to the Rental Project (as hereinafter defined) for purposes of Section 42 of the Code; and

WHEREAS, in order to comply with the requirements of Section 42 of the Code, and any implementing regulations thereunder, the City and the Owner must enter into an extended low income housing commitment, as provided in Section 42 of the Code, to be recorded in the Cook County, Office of the Recorder of Deeds in order to create certain covenants running with the land for the purpose of enforcing the requirements of Section 42 of the Code by regulating and restricting the egg, occupancy and transfer of the Rental Project; and

WHEREAS, under this Regulatory Agreement, the Owner intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy and transfer of the Rental Project shall be and are covenants running with the land for the Compliance Period and Extended Use Period, are binding upon all subsequent owners and operators of the Rental Project during such Compliance Period and Extended Use Period, and are not merely personal covenants of the Owner;

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

SECTION 1. DEFINITIONS AND INTERPRETATIONS.

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

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

"Affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

"Annual Owner's Certification" shall mean the report from the Owner in substantially the form set forth in <u>Exhibit C</u> attached hereto and hereby made a part hereof, as the same may be amended from time to time.

"Applicable Fraction" shall have the meaning assigned to such term in Section 42(c)(1)(B) of the Code.

"Area Median Gross Income" or "AMGI" shall mean the Chicago-area median gross income, adjusted for family size, as such adjusted income and Chicago-area median gross income are determined from time to time by HUD.

"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.

"Code" shall mean the Internal Revenue Code of 1986, and all applicable regulations or rulings thereunder.

"Compliance Period" shall mean the period of fifteen taxable years beginning with the first taxable year of the Credit Period.

"Correction Period" shall have the meaning assigned to such term in <u>Section 6.6</u> hereof.

"Credit Period" shall mean the 10-year period described in Section 42(f) of the Code.

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

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

"Environmental Laws" shall mean any and all federal, state or local statutes, 'av's, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, including but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.); (ii) any so-called "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); (v) the Clean Air Act (42 U.S.C. §7401 et seq.); (vi) the Clean Water Act (33 U.S.C. §1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (viii) the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §136 et seq.); (ix) Executive Order 11738; (x) regulations of the United States Environmental Protection Agency (40 C.F.R. Part 15); (xi) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and

(xii) the Municipal Code of Chicago, including but not limited to, Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560.

"Extended Use Period" shall mean the "extended use period" (within the meaning of Section 42(h)(6)(D) of the Code) for the Rental Project.

"Extended Use Period Termination Date" shall mean the fifteenth anniversary of the last day of the Compliance Period.

"First Reporting Date" shall mean the earlier of (a) October 1 of the first year of the Compliance Period, or (b) the first October 1 following completion of construction or rehabilitation (2s applicable) of the Rental Project.

"Foreclosure Pa'e" shall mean the date of a Transfer, provided that such Transfer is not part of an arrangement with the Owner a purpose of which is to terminate the Extended Use Period.

"General Contractor" shall meen, collectively, The Bowa Group Inc., the Blackwood Group, LLC, MIKK Construction and Developers Corporation, and Griggs Mitchell & Alma of IL, LLC d/b/a GMA Construction Group.

"Gross Rent" shall have the meaning assigned to such term in Section 42(g) of the Code.

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

"Imputed Income Limitation" shall have the meaning assigned to such term in Section 42(g) of the Code.

"Increased-Income Unit" shall have the meaning given to such term in <u>Section 2.10(b)</u> hereof.

"Inspection Period" shall mean a period beginning on the date hereof and ending on the Tax Credit Termination Date.

"Last Reporting Date" shall mean the later of (a) the first October 1 following the end of the Compliance Period, or (b) the first October 1 following the end of the Project Term.

"Low Income Unit" means a Unit in the Qualified Group of Units.

"Minimum Low Income Set-Aside Election" means the minimum number of Units in the Rental Project required to be Low Income Units for purposes of determining the income level for Qualifying Tenants, which Minimum Low Income Set-Aside Election for this Rental Project shall be as follows: 40% of the Units in the Rental Project must be occupied by tenants whose income does not exceed the Imputed Income Limitation designated by the Owner with respect to

the respective Unit, and with a maximum income no higher than 80% of Area Median Gross Income in accordance with "income averaging" under Section 42(g)(1)(C) of the Code.

"Noncompliance Condition" shall have the meaning assigned to such term in <u>Section 6.6</u> hereof.

"Noncompliance Notice" shall have the meaning assigned to such term in <u>Section 6.6</u> hereof.

"Permitted Tenants" shall have the meaning assigned to such term in Section 6.3 hereof.

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

"Plan" shall mean the Housing Tax Credit Plan of the City pursuant to which the Tax Credits are allocated to the Rental Project.

"Preference Arrangement" shall have the meaning assigned to such term in <u>Section 2.5(b)</u> hereof.

"Project" shall mean the acquisition, and, as applicable, construction or rehabilitation of a residential rental housing development located at the addresses and as legally described on Exhibit A hereto and the buildings located thereon, which shall contain, as of the completion of construction or rehabilitation thereof, 314 residential rental Units.

"Project Term" shall mean the number of years during which the Tax Credit Eligible Units must comply with this Regulatory Agreement. The Project Term shall begin on the date hereof and shall continue, except as provided in <u>Sections 2.9, 2.15, 2.17, 5.2, 6.3</u>, and <u>6.6</u> hereof, through and including the Tax Credit Termination Date.

"Qualified Group of Units" means a group of Rent-Restricted Units (including, without limitation, the Units included in the Minimum Low Income Set Aside Election) in which each Unit in the group is occupied by individuals or families whose income is less than exequal to the Imputed Income Limitation applicable to that Unit as designated by the Owner no later than the date such Unit is first occupied by a Tax Credit Eligible Family, with a maximum ave age Imputed Income Limitation for all Units in such group no higher than 60 percent of AMGI.

"Qualifying Tenants" means individuals or families whose income is less than or equal to the Imputed Income Limitation applicable to such Unit as initially indicated on Exhibit B hereto, as determined in accordance with Section 42. Individuals or families meeting this requirement shall be referred to herein as "Qualifying Tenants". For so long as a tenant, which had been determined to be a Qualifying Tenant, occupies the particular Unit, the tenant will remain a Qualifying Tenant if the tenant's income, upon the most recent income certification, does not exceed 140% of the applicable Imputed Income Limitation.

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

"Rent-Restricted" means, with respect to any Tax Credit Eligible Unit, that the Gross Rent with respect to such Tax Credit Eligible Unit is not more than 30% of the Imputed Income Limitation applicable to such Tax Credit Eligible Unit.

"Rent-Restricted Unit" means a Unit that is Rent-Restricted and no provision of Section 42 of the Code, and any implementing regulations thereunder, denies low-income status to that Unit.

"Rental Project" means the Tax Credit Eligible Units in the Project that are required to be occupied by Qualityring Tenants.

"State" shall mean the State of Illinois.

"Subcontract" shall mean any contract between the General Contractor or a Subcontractor and any Subcontractor for the equipping of any portion of the Project or the furnishing of labor or materials for any portion of the Project.

"Subcontractor" shall mean any person or entity having a contract with the General Contractor or any Subcontractor for the construction or rehabilitation (as applicable), equipping or supplying of labor or materials by such Subcontractor of any portion of the Project.

"Tax Credits" means the low income housing tax eredits for which owners of a Qualified Low Income Housing Project may qualify pursuant to Section 12 of the Code.

"Tax Credit Authority" means the maximum amount of Tax Credits which, pursuant to an allocation by the City under Section 42(h)(1) of the Code, may be received by the owner of a Qualified Low Income Housing Project in any one year.

"Tax Credit Eligible Families" shall mean and include individuals, groups of unrelated individuals or families whose adjusted annual income does not exceed the Tax Credit income Limit.

"Tax Credit Eligible Units" shall mean those 314 Units in the Project that are occupied by (or, pursuant to the Code, treated as occupied by) Tax Credit Eligible Families, are Rent-Restricted and meet the other requirements of Section 42 of the Code, in particular Section 42(i)(3).

"Tax Credit Income Limit" shall mean an income level not exceeding 80% of the Area Median Gross Income for any single Unit nor exceeding the applicable Area Median Gross Income designated by the Owner with respect to such Unit, which is also a Low Income Unit, as

set forth in Exhibit B attached hereto; and thereafter such income limits shall apply to this definition.

"Tax Credit Termination Date" shall mean the earlier to occur of (a) a Foreclosure Date or (b) the Extended Use Period Termination Date.

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

"Three-Year Period" shall mean a period commencing on the Tax Credit Termination Date (but only if the Tax Credit Termination Date shall be a Foreclosure Date) and ending on the third anniversary thereof.

"Transfer" shell mean the transfer of the Rental Project (a) by foreclosure of a mortgage thereon or (b) by an instancent in lieu of foreclosure of a mortgage thereon.

"Unit" means any resider tial rental unit in the Project consisting of an accommodation containing separate and complete facilities for living, sleeping, eating, cooking, and sanitation; provided, however, that single room occupancy units used on a nontransient basis may be treated as Units.

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

SECTION 2. OWNER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

- 2.1 The Project shall be acquired and constructed and/or rehabilitated for the purpose of providing residential rental property, and the Owner shall own, manage and operate the Rental Project as residential rental Units and facilities functionally related and incide ital thereto.
- , 2.2 The Rental Project shall consist of residential Units, together with taglities functionally related and incidental thereto, and which Units are similar in quality and η pe of construction and amenities.
- 2.3 Each unit in the Rental Project shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation (unless the Rental Project qualifies as a single-room occupancy project or transitional housing for the homeless, in which case such unit(s) shall comply with the applicable requirements of Section 42 of the Code).
- 2.4 None of the Tax Credit Eligible Units in the Rental Project shall at any time be used on a transient basis, and neither the Rental 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.

- 2.5 (a) The Tax Credit Eligible Units in the Rental Project shall be made available for lease by members of the general public and the Owner shall not give preference in renting Units in the Rental Project to any particular class or group of individuals other than Tax Credit Eligible Families as provided herein.
- Credit Eligible Units in the Rental Project may preferentially be made available for lease by a particular segment of the population if: (i) the Rental Project receives funding from a federal program that limits eligibility to a particular segment of the population, and the limit or preference is tailed to serve that segment of the population ("Preference Arrangement"); (ii) the Owner has submitted to the City on or before the date of this Regulatory Agreement a tenant selection plan for Tax Credit Eligible Families that fully complies with the Preference Arrangement; and (iii) the Preference Arrangement 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.
- 2.6 The Owner shall not discriminate against prospective tenants on the basis of their receipt of, or eligibility for, housing assistance under any federal, State or local housing assistance program or on the basis that they have a minor child or children who will be residing with them. The Owner shall not refuse to lease any Tax Credit Eligible Unit in the Rental Project to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.
- 2.7 All of the Tax Credit Eligible Units in the Rental Project shall be, after completion of the construction or rehabilitation (as applicable) of the Rental Project, and shall remain suitable for occupancy.
- 2.8 After completion of the construction or rehabilitation (as applicable) of the Rental Project and subject to Section 2.10(a) hereof, all of the Tax Credit Eligible Units shall be occupied or available for occupancy by Tax Credit Eligible Families.
- 2.9 After completion of the construction or rehabilitation (as applicable) of the Rental Project and prior to the Tax Credit Termination Date, the Gross Rent charged each month for any Tax Credit Eligible Unit shall not exceed at any time 30 percent of the Imputed Income Limitation applicable to such Tax Credit Eligible Unit. Following the Tax Credit Termination Date, but only if the Tax Credit Termination Date is a Foreclosure Date, the rent increase restriction contained in Section 42(h)(6)(E)(ii) of the Code shall apply to each Tax Credit Eligible Unit for the Three-Year Period.

- 2.10 (a) For purposes of satisfying the requirements set forth in <u>Section 2.8</u> above, a Tax Credit Eligible Unit occupied by a Tax Credit Eligible Family whose income has exceeded the applicable Tax Credit Income Limit after initial occupancy of such Tax Credit Eligible Unit by such Tax Credit Eligible Family shall, subject to subsection (b) of this <u>Section 2.10</u>, be deemed to comply with <u>Section 2.8</u> hereof if the rent for such Tax Credit Eligible Unit complies with the requirements of <u>Section 2.9</u> hereof applicable to Tax Credit Eligible Units.
- (b) A Tax Credit Eligible Unit (the "Increased-Income Unit") occupied by a Tax Credit Eligible Family whose income has increased above 140% of the greater of 60% of AMGI or the Imputed Income Limitation designated for such Tax Credit Eligible Unit shall be deemed to comply with Section 2.8 hereof if the rent for the Increased-Income Unit complies with the requirements of Section 2.9 hereof applicable to Tax Credit Eligible Units, but only if a unit of a comparable size with or smaller than the Increased-Income Unit, which is then available or subsequently become available, is occupied by a new tenant who is a Tax Credit Eligible Family (the "Next Available Unit") and such Next Available Unit, if previously designated as a Low Income Unit, continues to meet the Imputed Income Limitation previously designated to that Unit, and if not previously so designated, is designated at an Imputed Income Limitation such that the average of all Imputed Income Limitations of Low Income Units does not exceed 60% of AMGI until the number of Fax Credit Eligible Units initially claimed is again achieved.
- 2.11 (a) The Owner shall include in leases for all Tax Credit Eligible Units provisions which authorize the Owner to immediately terminate the tenancy, in accordance with applicable lease provisions, of any tenant who misrepresented any fact material to the tenant's qualification as a Tax Credit Eligible Family.
- (b) The Owner shall not evict or terminate the tenancy of any tenant of a Tax Credit Eligible Unit other than for good cause. The Owner shall not terminate the tenancy or refuse to renew the lease of a tenant of a Tax Credit Eligible Unit in violation of the occupancy rights tenant has as set forth in the VAWA Requirements. Good cause shall not include an incident of actual or threatened domestic violence, dating violence, sexual assault or stalking as described in the VAWA Requirements.
- 2.12 All tenant lists, applications, and waiting lists relating to the Rentzi Project shall at all times be kept separate and identifiable from any other business of the Owner which is unrelated to the Rental Project, shall be maintained, as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. If the Owner employs a management agent for the Rental Project, the Owner 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 Rental Project.
- 2.13 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, and, with respect to Tax Credit Eligible Units 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 Owner, 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. No tenant lease shall contain an agreement by the tenant to waive any occupancy rights tenant has as set forth in the VAWA Requirements.

- 2.14 All tenant leases shall be for a period of not less than six months; provided, however, that notwithstanding the foregoing, if applicable, each tenant lease for a Tax Credit Eligible Unit constituting a "single-room occupancy unit" within the meaning of Section 42(i)(3)(B)(iv) of the Code shall be for a period of not less than one month.
- 2.15 The Owner shall obtain and keep the records required under the Plan and 26 C.F.R. Section 1.42-5(b) for the periods described therein. This covenant shall survive beyond the Tax Credit Termination Date (if such date is not also a Foreclosure Date), but shall terminate as of a Foreclosure Date.
- 2.16 The Owner shall obtain 2.0d maintain on file during the Project Term a sworn and notarized Tenant Income Certification with espect to each and every individual, group of unrelated individuals or family who is a tenant in the Tax Credit Eligible Units, signed by the tenant or tenants (i.e., the individual or individuals whose name or names appear on the lease) and obtained by the Owner (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 Tax Credit Eligible Units. The Owner shall assist each of the tenants in the Tax Credit Eligible Units in completing the Tenant Income Certification if necessary.
- 2.17 The Owner agrees that it will take any and all actions required by the City to substantiate the Owner's compliance with the restrictions set forth herein, it cluding, but not limited to, submitting to the City an Annual Owner's Certification executed by the Owner, commencing on the First Reporting Date and on each October 1 thereafter through and including the Last Reporting Date. This covenant shall survive beyond the Tax Credit Termination Date (if such date is not also a Foreclosure Date), but shall terminate as of a Foreclosure Date.
- 2.18 The Owner shall provide to the City a tenant profile (in the form provided to the Owner by DOH) for each Tax Credit Eligible Unit within 30 days after such unit is leased to such tenant(s) (or, for Units occupied by Tax Credit Eligible Families as of the date hereof, within 30 days from the date hereof). For each unit in the Tax Credit Eligible Units, promptly after the first leasing of such unit after the completion of construction or rehabilitation (as applicable) of the Rental Project, the Owner shall provide the City, unless prohibited by law, with data on the racial, ethnic, gender and income-level characteristics of (a) the tenants, if any, occupying such unit before construction or rehabilitation (as applicable), (b) the tenants moving

into such unit initially after completion of construction or rehabilitation (as applicable) of the Rental Project, and (c) the applicants for tenancy of such unit within 90 days following completion of construction or rehabilitation (as applicable) of the Rental Project. For each subsequent leasing of the unit, the Owner 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.

- 2.19 The Owner shall notify the City of the occurrence of any event of which the Owner has notice and which event would violate any of the provisions of this Regulatory Agreement.
- 2.20 No Person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination in connection with the Rental Project. The Owner shall cause the Rental Project to comply at all times with the Chicago Fair Housing Ordinance, Section 5-8-010 et seq. of the Municipal Code of Chicago.
- 2.21 The acquisition of the real property on which the Rental Project is located is subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. Section 3601 et seq., and the requirements of 49 C.F.R. Part 24, Subpart B.
- 2.22 The Owner shall obtain and maintain flood insurance for the Rental Project if the Rental Project is located in an area which is identified by the Federal Emergency Management Agency as having special flood hazards.
- 2.23 The Owner is not a primarily religious entity and the Rental Project will be used solely for secular purposes.
- 2.24 The Owner 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 Tax Credits allocated for the Rental Project.
- 2.25 The Rental Project shall constitute, during each year of the Extended Use Period, a "qualified low-income housing project" as defined in Section 42 of the Code, commencing with the first year of the Compliance Period and continuing until the end of the Extended Use Period.
- 2.26 Except as otherwise disclosed to the City in writing, all of the statements, representations and warranties of the Owner contained in any document submitted by the Owner to the City in connection with the Rental Project remain true and in effect as of the date hereof, and all of the statements, representations and warranties of the Owner contained in any document submitted by the Owner to the City in connection with the Rental Project remain true and in effect as of the date hereof.

- 2.27 The Owner shall inform DOH of the date the Tax Credit Eligible Units are "placed in service" within the meaning of Section 42 of the Code and of the dollar amount of Tax Credits to be claimed by the Owner with respect to the Rental Project and shall provide DOH with a cost certification and all other documentation required by DOH to issue an Internal Revenue Service Form 8609 with respect to the Tax Credit Eligible Units, all within 90 days following such "placed-in-service" date.
- 2.28 The Owner shall provide DOH with a copy of the completed, fully executed Internal Revenue Service Form 8609 with respect to the Tax Credit Eligible Units for the first year of the Credit Period, at the same time that the Owner submits such Form 8609 to the Internal Revenue Service.
- The Over er hereby acknowledges and affirms that it has reviewed the provisions of, and that the Project snell during the Project Term be in compliance with, each of the following: (a) 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 CFP, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part i; b) 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; (c) 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; (d) 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 CFP. 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and imprementing regulations at 41 CFR chapter 60; (e) the requirements of 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 12668, 3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise), and (f) the Cook County Human Rights Ordinance.
- 2.30 Additional representations and covenants of the Owner contained on <u>Exhibit B</u> hereto and the VAWA Requirements of <u>Exhibit D</u> hereto are hereby incorporated herein by reference.
- 2.31 Neither the Owner nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable

law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

- 2.32 To the best of the Owner's knowledge, after diligent inquiry, the Rental Project and the property are in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Rental Project and the property, including, but not limited to, the Environmental Laws.
- 2.33 The Owner has not executed, nor shall 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 hereogeness set forth and supersede any other requirements in conflict herewith.

SECTION 3. RELIANCE.

The City and the Owner hereby recognize and agree that the representations and covenants set forth herein made by the City and the Owner, respectively, may be relied upon by the Owner and the City, respectively. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Owner and Tax Credit Eligible Families and upon audits of the books and records of the Owner pertaining to occupancy of the Rental 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 Owner agree that it is the Owner's responsibility to determine that each potential tenant for a Tax Credit Eligible Out qualifies as a Tax Credit Eligible Family, and that in making each such determination, the Owner shall exercise due diligence.

SECTION 4. SALE OR TRANSFER OF THE RENTAL PROJECT.

The Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Rental Project, or any portion thereof (including without limitation, a transfer by assignment of any beneficial interest under a land trust) at any time during the Project Tern, except as expressly permitted by the City. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Rental Project in violation of this Section 4 shall be null, void and without effect, shall cause a reversion of title to the Owner or any successor or assignee of the Owner last permitted by the City, and shall be ineffective to relieve the Owner or such successor or assignee, as applicable, of its obligations hereunder.

SECTION 5. TERM.

5.1 This Regulatory Agreement shall become effective upon its execution and delivery. Subject to Sections 2.9, 2.15, 2.17, 5.2, 6.3, and 6.6 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.

5.2 If the Project Term shall end on a Tax Credit Termination Date which is also a Foreclosure Date, the occurrence of such Termination Date shall not be construed to permit, during the Three-Year Period, either (i) the eviction or termination of the tenancy (other than for good cause) of an existing tenant of any Tax Credit Eligible Unit, or (ii) any increase in the Gross Rent with respect to any Tax Credit Eligible Unit not otherwise permitted under Section 42 of the Code.

SECTION 6. ENFORCEMENT.

- 6.1 Subject to Section 6.6 hereof, if a violation of any of the foregoing representations or covenants occurs or is attempted, and such occurrence or attempt is uncorrected for a period of 30 days after notice thereof from the City to the Owner (provided, however, that if any such occurrence or attempt cannot reasonably be cured within said 30-day period and if the Owner shall have commenced to the 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 Owner to the City delivered during such 30-day period, and upon further written request from the Owner 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 the Inamal Revenue Service 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 the Internal Revenue Service), 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 Owner of its obligations hereunder. 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.
- 6.2 All fees, costs and expenses of the City incurred in taking any action pursuant to this Section 6 shall be the sole responsibility of the Owner.
- 6.3 The Owner and the City each acknowledge that a primary purpose of requiring the Owner to comply with the restrictions provided in this Regulatory Agreement is to assure compliance of the Rental Project and the Owner with Section 42 of the Code and for that reason the Owner, in consideration of receiving Tax Credits for the Rental Project, agrees and consents that the City and any Permitted Tenant shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Owner of its obligations under this Regulatory Agreement in a court of competent jurisdiction. To the extent permitted by law, all individuals who are or may qualify as Tax Credit Eligible Families with respect to the Rental Project (whether as prospective, present

or former tenants of the Rental Project) (the "Permitted Tenants") shall have the right to enforce in any court of the State the requirements of Exhibit B II (1) and (2) hereto and the terms of Section 5.2 hereof.

- 6.4 The Owner further specifically acknowledges that the beneficiaries of the Owner'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.
- agreements contained herein or with all applicable rules, rulings, policies, procedures, regulations of other official statements promulgated or proposed by the United States Department of the Treasury, the Internal Revenue Service or the City from time to time pertaining to the obligations of the Owner as set forth therein or herein, and upon compliance by the City with the procedures described in Section 6.6 hereof, the City may, in addition to all of the remedies provided by law or in equity, request the Internal Revenue Service to decertify the Rental Project for Tax Credit dollars and to immediately commence recapture of the Tax Credit dollars heretofore allocated to the Rental Project. Failure to comply with the VAWA Requirements hereunder alone shall not cause the City to request the Internal Revenue Service to decertify the Rental Project for Tax Credit dollars and recapture the Tax Credit dollars allocated to the Rental Project, but the City shall retain all other remedies available by law or in equity to enforce the VAWA Requirements.
- Owner if the City (a) does not receive from the Owner an Annual Owner's Certification when due, (b) is not permitted to inspect, as provided in Section 13 hereof, the records maintained by the Owner pursuant to Section 2.15 hereof, or (c) discovers by inspection, review or in some other manner that the Rental Project is not in compliance with the provisions of Section 42 of the Code. The Noncompliance Notice shall specify a period (the "Correction Period") during which the Owner is required to correct the condition (the "Noncompliance Condition") causing the production of the Noncompliance Notice. After the end of the Correction Period (and within 45 days of the end of such period), the City shall file with the Internal Revenue Service Form 8823 describing the Noncompliance Condition, whether or not the Noncompliance Condition shall have been corrected during the Correction Period. Notwithstanding any other provision herein to the contrary, this Section 6.6 shall survive beyond the Tax Credit Termination Date, in the Tax Credit Termination Date (a) is not also a Foreclosure Date, and (b) shall occur prior to October 1 of the second calendar year following the end of the Compliance Period; notwithstanding the foregoing part of this sentence, this Section 6.6 shall terminate as of a Foreclosure Date.

SECTION 7. RECORDING AND FILING.

The Owner shall cause this Regulatory Agreement and all amendments and supplements hereto to be recorded and filed in the conveyance and real property records of the county in which the Project is located and in such other places as the City may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Owner shall immediately transmit to the City an executed original of this Regulatory Agreement showing the date and recording number of record. The Owner agrees that the City may withhold the Internal Revenue Service Form 8609 with respect to the Rental Project unless and until the City has received the recorded executed original of this Regulatory Agreement

SECTION 3. PREVAILING WAGE

The Owner hereov covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the federal government pursuant to the Davis-Bacon Act, to all Project employees as required by applicable law. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Owner shall provide the City with copies of all such contracts entered into by the Owner or the General Contractor to evidence compliance with this Section 8.

SECTION 9. MBE/WBE COMMITMENT

- 9.1 The Owner agrees for itself and shall contracturily obligate the General Contractor to agree that during the Project:
- (a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"). Section 2-92-420 et seq., Municipal Code of Chicago, and in reliance upon the provisions (f the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 9.1, during the course of the Project, at least the following percentages of the aggregate hard construction costs (as set forth in the Project Budget) shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"):
 - (1) At least 26 percent by MBEs.
 - (2) At least six percent by WBEs.
- (b) For purposes of this <u>Section 9.1</u> only, the Owner (and any party to whom a contract is let by the Owner in connection with the Project) shall be deemed a "contractor" and this Regulatory Agreement (and any contract let by the Owner in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of

Chicago. In addition, the term "minority-owned business" or "MBE" shall mean a business enterprise identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise; and the term "women-owned business" or "WBE" shall mean a business enterprise identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise.

- (c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Owner's MBE/WBE commitment may be achieved in part by the Owner's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Owner) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in 30 ch joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Owner utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or ausing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Owner's MBE/WBE commitment as described in this Section 9.1.
- (d) The Owner shall deliver quarterly reports to DOH during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Owner or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DOH in determining the Owner's compliance with this MBE/WBE commitment. The Owner shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and DOH shall have access to all such records maintained by the Owner, on five Business Days' notice, to allow the City to review the Owner's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.
- (e) Upon the disqualification of any MBE or WBE General Contractor or Subcontractor, if such status was misrepresented by the disqualified party, the Owner shall be obligated to discharge or cause to be discharged the disqualified General Contractor or Subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

- (f) Any reduction or waiver of the Owner's MBE/WBE commitment as described in this Section 9.1 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.
- with the monitoring staff of DOH with regard to the Owner's compliance with its obligations under this Section 9.1. The General Contractor and all major Subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Owner shall demonstrate to DOH its plan to achieve its obligations under this Section 9.1, the sufficiency of which shall be approved by DOH. During the Project, the Owner shall submit the documentation required by this Section 9.1 to the monitoring staff of DOH. Failure to submit such documentation on a timely basis, or a determination by DOH, upon analysis of the documentation, that the Owner is not complying with its obligations under this Section 9.1, shall, upon the delivery of written notice to the Owner, be subject to the provisions of Section 6 hereof. Upon the occurrence of any such event of non-compliance with this subparagraph (g), in addition to any other remedies provided under this Regulatory Agreement, the City may: (1) issue a written demand to the Owner to halt the Project, or (2) seek any other remedies against the Owner available at law or in equity.

SECTION 10. CITY RESIDENT EMPLOYMENT REQUIREMENT

- obligate the General Contractor and shall cause the General Contractor to contractually obligate the Subcontractors, as applicable, to agree, that during the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this rescentage, the Owner, the General Contractor and the Subcontractors shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.
- 10.2 The Owner may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City (the "Chief Procurement Officer").
- 10.3 "Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.
- 10.4 The Owner, the General Contractor and the Subcontractors shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the Project. The Owner, the General Contractor and the Subcontractors shall

maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

- 10.5 Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DOH in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.
- 10.6 The Owner, the General Contractor and the Subcontractors shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Owner, the General Contractor and the Subcontractors shall maintain all relevant personnel data and records for a period of at least three years after final acceptance of the work constituting the Project.
- 10.7 At the direction of DOH, affidavits and other supporting documentation will be required of the Owner, the General Contractor and the Subcontractors to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.
- 10.8 Good faith efforts on the part of the Owner, the General Contractor and the Subcontractors to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 10 concerning the worker nears performed by actual Chicago residents.
- When work at the Project is completed, in the ever, that the City has determined 10.9 that the Owner failed to ensure the fulfillment of the requirement of this Section 10 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 10. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent, 0.0005, of the aggregate hard construction costs set forth in the Project Budget (as the same shall be evidence ity approved contract value for the actual contracts) shall be surrendered by the Owner to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Owner, the General Contractor and/or the Subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Owner pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination whether the Owner must surrender damages as provided in this paragraph.

10.10 Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Regulatory Agreement.

10.11 The Owner shall cause or require the provisions of this <u>Section 10</u> to be included in the Construction Contract and all applicable Subcontracts.

SECTION 11. COVENANTS TO RUN WITH OWNER'S INTEREST IN THE PROJECT.

The Owner hereby subjects the Project to the covenants, reservations and restrictions set forth in this Regulaioty Agreement. The City and the Owner 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 Owner's successors in title to the Project throughout the Project Term. The Owner hereby covenants to include the requirements and restrictions contained in this Regulatory Agreement in any documents transferring any interest in the Rental Project to another Forson 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 Pegulatory Agreement; provided, however, that each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Rental Project or any portion thereof or interest therein (including, without limitation, any transfer of a beneficial interest in a land trust or a portion thereof) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

SECTION 12. GOVERNING LAW.

This Regulatory Agreement shall be construed in accordance with and governed by the internal laws of the State without regard to its conflict of laws principles, and, where applicable, the laws of the United States of America. In the event of any conflict between this Regulatory Agreement and Section 42 of the Code, Section 42 of the Code shall control.

SECTION 13. AMENDMENTS.

This Regulatory Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the county in which the Project is located. The Owner hereby expressly agrees to enter into all amendments hereto which, in the opinion of the City, are reasonably necessary for maintaining compliance under Section 42 of the Code.

SECTION 14. NOTICE.

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

IF TO CITY:

Department of Housing

City of Chicago

121 North LaSalle Street, Room 1000

Chicago, Illinois 60602 Attention: Commissioner

WITH COPIES TO:

Department of Finance

City of Chicago

121 North LaSalle Street, Room 700

Chicago, Illinois 60602 Attention: Comptroller

And Office of the Corporation Counsel

City of Chicaes

121 North LaSall's Street, Room 600

Chicago, Illinois 60602

Attention: Finance and Economic Development Division

IF TO OWNER:

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 (2), 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 15. 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 16. 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 17. EFFECTIVE DATE.

For purposes of Section 42 of the Code, this Regulatory Agreement shall be deemed to be in effect as of the date first set forth above.

SECTION 18. RIGHT TO INSPECT.

The Owner agrees that the City shall have the right to perform an on-site inspection of the Rental Project and to review the records maintained by the Owner or its agent as described in Section 2.15 hereof, upon 30 days' prior notice by the City to the Owner, at least annually during each year of the Inspection Period

SECTION 19. NO THIRD PARTY BENEFITS.

Subject to Section 6.3 hereof, this is gulatory Agreement is made for the sole benefit of the City and the Owner and their respective successors and assigns and, except as provided in Section 6.3 hereof or otherwise expressly provided herein, no other party shall have any legal interest of any kind hereunder or by reason of this Kagulatory Agreement. Whether or not the City elects to employ any or all of the rights, powers of remedies available to it hereunder, the City shall have no obligation or liability of any kind to any third party by reason of this Regulatory Agreement or any of the City's actions or omission, pursuant hereto or otherwise in connection herewith.

SECTION 20. REFERENCES TO STATUTES, ETC.

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

SECTION 21. NO BUSINESS RELATIONSHIP WITH CITY ELECTED OFFICIALS

Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-

156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to this Regulatory Agreement, or in connection with the transactions contemplated thereby, shall be grounds for termination of the Regulatory Agreement and the transaction contemplated thereby. The Owner hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to the Regulatory Agreement or the transaction contemplated thereby.

The Property of Cook County Clark's Office

2301808094 Page: 24 of 106

UNOFFICIAL COPY

IN WITNESS WHEREOF, the City and the Owner have executed this Low Income Housing Tax Credits Regulatory Agreement by their duly authorized representatives, all as of the date first written hereinabove.

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

PS AFFORDABLE I LLC, an Illinois limited liability company

County Clark's Office

2301808094 Page: 25 of 106

UNOFFICIAL COP

IN WITNESS WHEREOF, the City and the Owner have executed this Low Income Housing Tax Credits Regulatory Agreement by their duly authorized representatives, all as of the date first written hereinabove.

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

RSAFFORDABLE I LLC, an Illinois limited liability company

County Clark's Office

2301808094 Page: 26 of 106

UNOFFICIAL COPY

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 said instrument pursuant to authority given by the City 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 9th day of Thousey, 2023.

Notary Public

Why Clark's Office

OFFICIAL SEAL
RONALD MOHAMMEU
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/02/2025

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Jacques Sandberg, and authorized signatory of RS AFFORDABLE I LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized signatory appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and deed and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 6^{th} day of $\sqrt{2023}$. The or cook county Clerk's Office

Nøtary Public

(SEAL)

OFFICIAL SEAL TIMOTHY J RIGGENBACH NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/10/24

EXHIBIT A

Legal Description

ESTATE 1:

LEASEHOLD ESTATE CREATED BY GROUND LEASE DATED AS OF 10,003
BETWEEN THE CHICAGO HOUSING AUTHORITY, A MUNICIPAL CORPORATION, AS GROUND LESSOR AND HEARTLAND HOUSING, INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AS GROUND LESSEE; ASSUMPTION AND ASSIGNMENT OF GROUND LEASE MADE BY HEARTLAND HOUSING, INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION AS ASSIGNOR, RS AFFORDABLE I LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS ASSIGNEE, AND THE CHICAGO HOUSING AUTHORITY, A MUNICIPAL CORPORATION, DATED AS OF 10,003; DEMISING THE FOLLOWING DESCRIBED LAND FOR A TERM OF 82 YEARS:

TRACT 1:

THAT PART OF BLOCK 15 IN VERSION PARK ADDITION TO CHICAGO, BEING AN ANTE FIRE SUBDIVISION OF BLOCKS 38, 39, 44 & 45 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 15 IN VERNON PARK ADDITION TO CHICAGO AFORESAID; THENCE SOUTH 01°49'49" EAST ALONG THE WEST LINE OF BLOCK 15 A DISTANCE OF 111.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°49'49" EAST ALONG THE WEST LINE OF BLOCK 15 A DISTANCE OF 39.69 FEET; THENCE NORTH 88°10'11" EAST 17.08 FEET; THENCE SOUTH 01°4°49" EAST 20.39 FEET; THENCE NORTH 88°10'11" EAST 27.21 FEET; THENCE NORTH 01°49'49" WEST 20.23 FEET; THENCE NORTH 88°10'11" EAST 30.70 FEET; THENCE SOUTH 01°49'49" EAST 18.16 FEET; THENCE NORTH 88°10'11" EAST 26.95 FEET; THENCE NORTH 01°49'49" WEST 18.09 FEET; THENCE NORTH 88°10'11" EAST 13.24 FEET; THENCE NORTH 01°49'49" WEST 39.93 FEET; THENCE SOUTH 88°10'11" WEST 115.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

For informational purposes only: Commonly known as 907-909 South Ada Street, Chicago, IL 60607; PIN No. 17-17-320-002-0000

TRACT 2:

LIHTC PARCEL (REMAINDER)

LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCELS:

PARCEL L1-1

THAT PART OF LOT 16 IN PLAT I ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +31.08 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.75 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALO' G THE EAST LINE THEREOF 7.08 FEET; THENCE SOUTH 88°23'27" WEST 17.46 FEET TO THE POINT OF REGINNING; THENCE SOUTH 01°36'33" EAST 30.86 FEET; THENCE SOUTH 88°23'27" WEST 25.23 FEET; THENCE NORTH 01°36'33" WEST 9.45 FEET; THENCE SOUTH 84°15'03" WEST 21.12 FEET; THENCE SOUTH 05°4'57" EAST 3.45 FEET; THENCE SOUTH 84°15'03" WEST 6.00 FEET; THENCE SOUTH 01°36'33" EAST 6.90 FEET, THENCE SOUTH 88°23'27" WEST 17.47 FEET; THENCE SOUTH 01°36'33" EAST 16.65 FEET; THENCE SOU\(H \) 88°23'27" WEST 33.94 FEET; THENCE NORTH 01°36'33" WEST 4.67 FEET; THENCE SOUTH 88°23'27" WEST 5.66 FEET; THENCE NORTH 01°36'33" WEST 9.34 FEET; THENCE SOUTH 88°23'27" WEST 40.56 FEET; 1'I ENCE SOUTH 01°36'33" EAST 4.82 FEET; THENCE SOUTH 88°23'27" WEST 7.48 FEET; THENCE SOUTH 01°36'/3" FAST 4.60 FEET; THENCE SOUTH 84°13'18" WEST 20.58 FEET; THENCE SOUTH 01°36'33" EAST 9.14 FEFT; THENCE SOUTH 88°23'27" WEST 67.60 FEET; THENCE NORTH 01°36'33" WEST 58.41 FEET; THENCE NO RTH 88°23'27" EAST 68.20 FEET; THENCE SOUTH 86°15'43" EAST 78.12 FEET; THENCE NORTH 84°15'03" EAST 73.14 FEET; THENCE NORTH 88°23'27" EAST 26.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, PLLINOIS:

ALSO EXCEPT

PARCEL L2-1

THAT PART OF LOT 16 IN PLAT I ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 1 12 IST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 F.ET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +31.08 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AF O'LE'AID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 6.98 FEET; THENCE SOUTH 88°23'27" WEST 6.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'33" EAST 48.43 FEET; THENCE SOUTH 88°23'27" WEST 30.14 FEET; THENCE NORTH 01°36'33" WEST 13.34 FEET; THENCE NORTH 88°23'27" EAST 6.32 FEET; THENCE NORTH 01°36'33" WEST 6.50 FEET; THENCE SOUTH 88°23'27" WEST 6.10 FEET; THENCE SOUTH 01°36'33" EAST 0.67 FEET; THENCE SOUTH 88°23'27" WEST 2.93 FEET; THENCE NORTH 01°36'33" WEST 4.77 FEET; THENCE SOUTH 88°23'27" WEST 3.21 FEET; THENCE NORTH 01°36'33" WEST 2.77 FEET; THENCE SOUTH 84°15'03" WEST 20.74 FEET; THENCE SOUTH 05°44'57" EAST 8.85 FEET; THENCE SOUTH 84°15'03" WEST 2.43 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 29.31 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 14.73 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET: THENCE SOUTH 84°15'03" WEST 5.66 FEET: THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 13.92 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET;

THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 35.40 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 9.25 FEET; THENCE SOUTH 88°23'27" WEST 6.85 FEET; THENCE NORTH 01°36'33" WEST 0.66 FEET; THENCE SOUTH 88°23'27" WEST 5.66 FEET; THENCE SOUTH 01°36'33" EAST 0.66 FEET; THENCE SOUTH 88°23'27" WEST 6.57 FEET; THENCE NORTH 01°36'33" WEST 26.97 FEET; THENCE NORTH 88°23'27" EAST 19.20 FEET; THENCE NORTH 84°15'03" EAST 153.32 FEET; THENCE NORTH 01°36'33" WEST 3.63 FEET; THENCE NORTH 88°23'27" EAST 36.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPT

PARCEL L2-2

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, A CORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +31.08 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS. COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 78.99 FEET; THENCE SOUTH 88°23'27" WEST 7.01 FEET TO THE POINT OF B'GINNING; THENCE SOUTH 01°36'33" EAST 26.53 FEET; THENCE SOUTH 88°23'27" EAST 36.04 FEET; THE ICE NORTH 01°36'33" WEST 26.53 FEET; THENCE NORTH 88°23'27" EAST 36.04 FEET TO THE POINT OF BEG'NNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L2-3

THAT PART OF LOT 16 IN PLAT I ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST OUARTER OF SECTION 17, TOWNS SUP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE H/VING AN ELEVATION OF +31.08 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAS? CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 73.68 FEET; THENCE SOUTH 88°23'27" WEST 90.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°15'03" WEST 105.88 FEET; THENCE SOUTH 88°23'27" WEST 19.16 FEET; THENCE NORTH 01°36'33" WEST 26.97 FEET: THENCE NORTH 88°23'27" EAST 6.49 FEET; THENCE SOUTH 01°36'33" EAST 0.66 FEET; THENCE NORTH 85°23'27" EAST 5.66 FEET; THENCE NORTH 01°36'33" WEST 0.66 FEET; THENCE NORTH 88°23'27" EAST 7.89 FFET, THENCE SOUTH 01°36'33" EAST 8.82 FEET; THENCE NORTH 84°15'03" EAST 20.65 FEET; THENCE NOR11 05°44'57" WEST 8.85 FEET; THENCE NORTH 84°15'03" EAST 2.60 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 26.19 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" FAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 3.49 FEET; THENCE SOUTH 05°44'57" EAST 5.55 FEET; THENCE NORTH 84°15'03" EAST 21.55 FEET; THENCE NORTH 05°44'57" WEST 5.55 FEET; THENCE NORTH 84°15'03" EAST 3.44 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FELT, THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 8.78 FEET; THENCE SOUTH 05°44'57" EAST 26.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L2-4

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +31.08 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 88°23'27" WEST ALONG THE NORTH LINE THEREOF 233.94 FEET; THENCE SOUTH 01°36'33" EAST 42.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'33" EAST 12.31 FEET; THENCE SOUTH 88°23'27" WEST 5.55 FEET; THENCE SOUTH 01°36'33" EAST 19.64 FEET; THENCE SOUTH 88°23'27" WEST 19.61 FEET; THENCE NORTH 01°36'33" WEST 31.94 FEET; THENCE NORTH 88°23'27" EAST 25.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPT

PARCEL L3-1

THAT PART OF LOT 16 IN PLAT I ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE CHICAGO CITY DATUM AND LYNG ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 6.98 FEET; THENCE SOUTH 88°23'27" WEST 6.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'33" EAST 72.01 FEET; THENCE SOUTH 88°23'27" WEST 30.14 FEE1; THENCE NORTH 01°36'33" WEST 10.90 FEET; THENCE NORTH 88°23'27" EAST 0.66 FEET; THENCE NORTH %1°36'33" WEST 5.66 FEET; THENCE SOUTH 88°23'27" WEST 0.66 FEET; THENCE NORTH 01°36'33" WEST 20 36 FEET; THENCE NORTH 88°23'27" EAST 6.32 FEET; THENCE NORTH 01°36'33" WEST 6.50 FEET; THENCL SOUTH 88°23'27" WEST 6.10 FEET; THENCE SOUTH 01°36'33" EAST 0.67 FEET; THENCE SOUTH 88°23'27 WEST 2.93 FEET; THENCE NORTH 01°36'33" WEST 4.77 FEET; THENCE SOUTH 88°23'27" WEST 3.21 FEET, THENCE NORTH 01°36'33" WEST 24.49 FEET; THENCE NORTH 88°23'27" EAST 36.06 FEET TO THE POINT OF DEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPT

PARCEL L3-2

THAT PART OF LOT 16 IN PLAT I ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NO RTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 81.32 FEET, INSENCE SOUTH 88°23'27" WEST 43.08 FEET; THENCE NORTH 01°36'33" WEST 11.07 FEET TO THE POINT OF BF GINNING; THENCE SOUTH 84°15'03" WEST 47.48 FEET; THENCE NORTH 05°44'57" WEST 20.62 FEET; THE NCE NORTH 84°15'03" EAST 13.32 FEET; THENCE NORTH 05°44'57" WEST 6.27 FEET; THENCE NORTH 8: "15'03" EAST 7.77 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FLET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 3.38 FEET; THENCE SOUTH 05°44'57" EAST 10.28 FEET; THENCE NORTH 84°15'03" EAST 18.55 FEET; THENCE SOUTH 01°36'33" EAST 16.65 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPT

PARCEL L3-3

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 81.32 FEET; THENCE SOUTH 88°23'27" WEST 196.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°23'27" WEST 19.16 FEET; THENCE NORTH 01°36'33" WEST 26.97 FEET; THENCE NORTH 88°23'27" EAST 6.49 FEET; THENCE SOUTH 01°36'33" EAST

0.66 FEET; THENCE NORTH 88°23'27" EAST 5.66 FEET; THENCE NORTH 01°36'33" WEST 0.66 FEET; THENCE NORTH 88°23'27" EAST 7.89 FEET; THENCE SOUTH 01°36'33" EAST 8.82 FEET; THENCE NORTH 84°15'03" EAST 20.65 FEET; THENCE NORTH 05°44'57" WEST 8.85 FEET; THENCE NORTH 84°15'03" EAST 2.60 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 3.49 FEET; THENCE SOUTH 05°44'57" EAST 5.55 FEET; THENCE NORTH 84°15'03" EAST 10.79 FEET; THENCE SOUTH 05°44'57" EAST 21.34 FEET; THENCE SOUTH 84°15'03" WEST 77.24 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPT

PARCEL L3-4

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST JUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE CHICAGO CITY DATUM AND LYING A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS. COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 88°23'27" WEST ALONG THE NORTH LINE THEREOF 90.36 FEET; THENCE SOUTH 01°36'33" EAST 14.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°44'57" EAST 26.89 FEET; THENCE SOUTH 84°15'03" WEST 11.81 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 14.73 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 F

ALSO EXCEPT

PARCEL L3-5

THAT PART OF LOT 16 IN PLAT I ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 7-2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 152 92 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +41.75 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDAR : PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LC I 16 AFORESAID; THENCE SOUTH 88°23'27" WEST ALONG THE NORTH LINE THEREOF 159.16 FEET; THE NCE SOUTH 01°36'33" EAST 19.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°44'57" EAST 26.39 FEET; THENCE SOUTH 84°15'03" WEST 23.86 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SC UTil 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 9.25 FEET; THENCE SOUTH 88°23'27" WEST 6.85 FEET; THENCE NORTH 01°36'33" WEST 0.66 FEET; THENCE SOUTH 88°23'27" WEST 5.66 FEET; THENCE SOUTH 01°36'33" EAST 0.66 FEET; THENCE SOUTH 80°23'27" WEST 18.35 FEET; THENCE NORTH 01°36'33" WEST 0.66 FEET; THENCE SOUTH 88°23'27" WEST 7.50 FEET; THENCE SOUTH 01°36'33" EAST 6.37 FEET; THENCE SOUTH 88°23'27" WEST 5.55 FEET; THENCE SOUTH 01°36'33" EAST 19.64 FEET; THENCE SOUTH 88°23'27" WEST 19.61 FEET; THENCE NORTH 01°36'33" WEST 52.31 FEET; THENCE NORTH 88°23'27" EAST 63.35 FEET; THENCE NORTH 84°15'03" EAST 36.69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT

PARCEL L4-1

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +63.58 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE

CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 10.61 FEET; THENCE SOUTH 88°23'27" WEST 42.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'33" EAST 18.09 FEET; THENCE SOUTH 84°15'03" WEST 20.74 FEET; THENCE SOUTH 05°44'57" EAST 8.85 FEET; THENCE SOUTH 84°15'03" WEST 2.43 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 17.51 FEET; THENCE NORTH 05°44'57" WEST 26.89 FEET; THENCE NORTH 84°15'03" EAST 47.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L4-2

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST JUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +63.58 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: CJMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 88°23'27" WEST ALONG THE NORTH LINE THEREOF 114.78 FEET; THENCE SOUTH 01°36'33" EAST 15.82 FEET TO THE POINT OF BYG.'NNING; THENCE SOUTH 05°44'57" EAST 26.89 FEET; THENCE SOUTH 84°15'03" WEST 7.72 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 84°15'03" WEST 13.92 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 11.54 FEET; THENCE NORTH 05°44'57" WEST 26.89 FEET; THENCE NORTH 05°44'57" WEST 26.89 FEET; THENCE NORTH 05°44'57" WEST 0.60 FEET; THENCE SOUTH, 84°15'03" WEST 11.54 FEET; THENCE NORTH 05°44'57" WEST 26.89 FEET; THENCE NORTH 05°44'57" WEST 26.89 FEET; THENCE NORTH 05°44'57" WEST 0.60 FEET; THENCE NORTH 05°44'5

ALSO EXCEPT

PARCEL L4-3

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUALE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH RINGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 17, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF .63.58 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN FLEVATION OF +52.92 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY. PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LCT 16 AFORESAID; THENCE SOUTH 88°23'27" WEST ALONG THE NORTH LINE THEREOF 194.96 FEET; THENCE SOUTH 01°36'33" EAST 21.68 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'33" EAST 26.77 FEET; THENCE SOUTH 88°23'27" WEST 7.77 FEET; THENCE NORTH 01°36'33" WEST 0.66 FEET; THENCE SOUTH 88°23'27" WEST 5.66 FEET; THENCE SOUTH 01°36'33" EAST 0.66 FEET; THENCE SOUTH 88°23'27" WEST 5.94 FEET; THENCE SOUTH 88°23'27" WEST 5.16 FEET; THENCE NORTH 01°36'33" WEST 5.94 FEET; THENCE SOUTH 88°23'27" WEST 5.16 FEET; THENCE NORTH 01°36'33" WEST 5.94 FEET; THENCE SOUTH 88°23'27" WEST 5.16 FEET; THENCE NORTH 01°36'33" WEST 5.94 FEET; THENCE SOUTH 88°23'27" WEST 5.16 FEET; THENCE NORTH 01°36'33" WEST 5.94 FEET; THENCE SOUTH 88°23'27" WEST 5.16 FEET; THENCE NORTH 01°36'33" WEST 5.94 FEET; THENCE SOUTH 88°23'27" WEST 5.16 FEET; THENCE NORTH 01°36'33" WEST 5.94 FEET; THENCE SOUTH 88°23'27" WEST 5.16 FEET; THENCE NORTH 01°36'33" WEST 5.94 FEET; THENCE SOUTH 88°23'27" WEST 5.16 FEET; THENCE NORTH 01°36'33" WEST 5.94 FEET; THENCE SOUTH 88°23'27" WEST 5.16 FEET; THENCE NORTH 01°36'33" WEST 5.94 FEET; THENCE SOUTH 88°23'27" WEST 5.16 FEET; THENCE NORTH 01°36'33" WEST 5.94 FEET; THENCE SOUTH 88°23'27" WEST 5.16 FEET; THENCE NORTH 01°36'33" WEST 5.94 FEET THENCE SOUTH 88°23'27" WEST 5.96 FEET THENCE SOUTH 88°23'27" WEST 5.9

ALSO EXCEPT

PARCEL L4-4

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +63.58 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 73.68 FEET; THENCE SOUTH 88°23'27" WEST

90.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°15'03" WEST 57.30 FEET; THENCE NORTH 05°44'57" WEST 26.89 FEET; THENCE NORTH 84°15'03" EAST 8.73 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 3.49 FEET; THENCE SOUTH 05°44'57" EAST 5.55 FEET; THENCE NORTH 84°15'03" EAST 3.49 FEET; THENCE SOUTH 05°44'57" WEST 5.55 FEET; THENCE NORTH 84°15'03" EAST 3.43 FEET; THENCE NORTH 05°44'57" WEST 5.55 FEET; THENCE NORTH 84°15'03" EAST 3.43 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" EAST 26.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPT

PARCEL L4-5

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, A', CORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +63.58 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.92 FEET ABOVE CHICAGO CITY DAT'JN, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLO VS COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALO).G THE EAST LINE THEREOF 81.32 FEET; THENCE SOUTH 88°23'27" WEST 195.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°23'27" WEST 44.57 FEET; THENCE NORTH 01°36'33" WEST 26.97 FEET; THFNCE NORTH 88°23'27" EAST 5.55 FEET; THENCE SOUTH 01°36'33" WEST 0.66 FEET; THENCE NORTH 88°23'27" EAST 7.20 FEET; THENCE NORTH 01°36'33" WEST 0.66 FEET; THENCE NORTH 88°23'27" EAST 5.66 FEET; THENCE NORTH 88°23'27" EAST 5.66 FEET; THENCE NORTH 88°23'27" EAST 5.60 FEET; THENCE NORTH 58°23'27" EA

ALSO EXCEPT

PARCEL L5-1

THAT PART OF LOT 16 IN PLAT I ROOSEVELT SQUANE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142. LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.25 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN FLEVATION OF +63.58 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOULDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 10.61 FEET; THENCE SOUTH 88°23'27" WEST 42.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'33" EAST 13.09 FEET; THENCE SOUTH 84°15'03" WEST 20.74 FEET; THENCE SOUTH 05°44'57" EAST 8.85 FEET; THENCL SOUTH 84°15'03" WEST 2.43 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'05" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 29.31 FEFT, THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 14.73 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 13.92 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 11.54 FEET; THENCE NORTH 05°44'57" WEST 26.89 FEET; THENCE NORTH 84°15'03" EAST 116.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L5-2

THAT PART OF LOT 16 IN PLAT I ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.25 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +63.58 FEET ABOVE

CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46′13" EAST ALONG THE EAST LINE THEREOF 70.25 FEET; THENCE SOUTH 88°23′27" WEST 43.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°15′03" WEST 76.12 FEET; THENCE NORTH 05°44′57" WEST 21.34 FEET; THENCE NORTH 84°15′03" EAST 10.77 FEET; THENCE NORTH 05°44′57" WEST 5.55 FEET; THENCE NORTH 84°15′03" EAST 3.43 FEET; THENCE SOUTH 05°44′57" EAST 0.66 FEET; THENCE NORTH 84°15′03" EAST 8.78 FEET; THENCE SOUTH 05°44′57" EAST 6.27 FEET; THENCE NORTH 84°15′03" EAST 13.32 FEET; THENCE NORTH 05°44′57" WEST 6.27 FEET; THENCE NORTH 84°15′03" EAST 7.77 FEET; THENCE SOUTH 05°44′57" EAST 0.66 FEET; THENCE NORTH 84°15′03" EAST 5.66 FEET; THENCE NORTH 05°44′57" WEST 0.66 FEET; THENCE NORTH 84°15′03" EAST 10.28 FEET; THENCE NORTH 84°15′03" EAST 18.55 FEET; THENCE SOUTH 01°36′33" EAST 16.65 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L5-3

THAT PART OF LC(6 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTEI QF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING 10 A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONT LE PLANE HAVING AN ELEVATION OF +74.25 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A 'IORIZONTAL PLANE HAVING AN ELEVATION OF +63.58 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 77.82 FEET; THENCE SOUTH 88°23'27" WEST 147.58 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 84°15'03" WEST 47.69 FEET; THENCE NORTH 01°36'33" WEST 18.09 FEET; THENCE NORTH 64' 15'03" EAST 20.65 FEET; THENCE NORTH 05°44'57" WEST 8.85 FEET; THENCE NORTH 84°15'03" EAST 2.60 FEET, THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 17.46 FEET; THENCE SOUTH 05°44'57" EAST 26.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L6-1

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIV'SION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2064, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +85.4? FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.25 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16. FORESAID; THENCE SOUTH 01°46'13" EAST ALONG THE EAST LINE THEREOF 10.61 FEET; THENCE SOUTH 88°23'27" WEST 42.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'33" EAST 18.09 FEET; TPENCE SOUTH 84°15'03" WEST 20.74 FEET; THENCE SOUTH 05°44'57" EAST 8.85 FEET; THENCE SOUTH 84°15'03" WEST 2.43 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5./6 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 17.51 FEET; THENCE NORTH 05°44'57" WEST 26.89 FEET; THENCE NORTH 84°15'03" EAST 47.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L6-2

THAT PART OF LOT 16 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +85.42 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.25 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 88°23'27" WEST ALONG THE NORTH LINE THEREOF 114.78 FEET: THENCE SOUTH 01°36'33" EAST 15.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°44'57" EAST 26.89 FEET; THENCE SOUTH 84°15'03" WEST 7.72 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 13.92 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 5.66 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 34.23 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 6.83 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE SOUTH 84°15'03" WEST 8.32 FEET; THENCE NORTH 01°36'33" WEST 26.96 FEET; THENCE NORTH 84°15'03" EAST 80.39 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS ALSO EXCEPT

PARCEL L6-3

THAT PART OF LOT 16 IN PLAT I ROOSEVELT SQUARE SUBDIVISION, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 27, 2004, AS DOCUMENT NO. 0414831142, LYING BELOW A HOLIZONTAL PLANE HAVING AN ELEVATION OF +85.42 FEET ABOVE CHICAGO CITY DATUM AND LYING APOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.25 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 16 AFORESAID; THENCE SOUTH 01°46'13" EAST ALGNG THE EAST LINE THEREOF 70.25 FEET; THENCE SOUTH 88°23'27" WEST 43.05 FEET TO THE POINT OF BEG! N'ING; THENCE SOUTH 84°15'03" WEST 104.79 FEET; THENCE NORTH 05°44'57" WEST 26.89 FEET; THENCE NORTH 84°15'03" EAST 8.73 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTH 84°15'03" EAST 3.49 FEET; THENCE SOUTH 05°44'57" EAST 5.55 FEET; THENCE NORTH 84°15'03" EAST 21.55 FEET; THENCE NORTH (0)°,4'57" WEST 5.55 FEET; THENCE NORTH 84°15'03" EAST 3.43 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WEST 0.66 FEET; THENCE NORTI, 84 15'03" EAST 8.78 FEET; THENCE SOUTH 05°44'57" EAST 6.27 FEET; THENCE NORTH 84°15'03" EAST 13.32 FEET; THENCE NORTH 05°44'57" WEST 6.27 FEET; THENCE NORTH 84°15'03" EAST 7.77 FEET; THENCE SOUTH 05°44'57" EAST 0.66 FEET; THENCE NORTH 84°15'03" EAST 5.66 FEET; THENCE NORTH 05°44'57" WE5T 0.66 FEET; THENCE NORTH 84°15'03" EAST 3.38 FEET; THENCE SOUTH 05°44'57" EAST 10.28 FEET; THENCE NORTH 84°15'03" EAST 18.55 FEET; THENCE SOUTH 01°36'33" EAST 16.65 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS. For informational purposes only: 1014's

Commonly known as 1002 South Racine Avenue, Chicago, IL 60607; PIN No. 17-17-334-006-0000

TRACT 3:

LIHTC PARCEL (REMAINDER)

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BC71, INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF LOTS 16 AND 33, AND A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 16 TO THE NORTHEAST CORNER OF LOT 33 A DISTANCE OF 109.78 FEET TO A POINT ON THE NORTH LINE OF AN 18 FOOT PUBLIC ALLEY DEDICATED PER ROOSEVELT SQUARE

SUBDIVISION PHASE TWO, PLAT TWO RECORDED JULY 20, 2007 AS DOCUMENT NO. 0720115116; THENCE SOUTH 88°22'20" WEST ALONG THE NORTH LINE OF THE 18 FOOT PUBLIC ALLEY AFORESAID 224.54 FEET TO A POINT ON THE EAST LINE OF S. THROOP STREET; THENCE NORTH 01°37'40" WEST ALONG THE EAST LINE OF S. THROOP STREET 109.81 FEET TO A POINT ON THE SOUTH LINE OF W. ROOSEVELT ROAD AS WIDENED; THENCE NORTH 88°22'51" EAST ALONG THE SOUTH LINE OF W. ROOSEVELT ROAD AS WIDENED 224.54 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCELS:

PARCEL L2-1

LOTS 16 TO 14, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33. VACATED BY ORD IN INCERECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.92 FEET ABOVE CHICAGO CITY PATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.90 FEET APOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST COPNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 2.86 FEET; THENCE SOUTH 88°22'51" WEST 7.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 22.39 FEET; THENCE SOUTH 88°22'51" WEST 15.21 FEET; THENCE SOUTH 01°37'09" EAST 5.59 FEET; THENCE SOUTH 88°22'51" WEST 6.93 FEET; THENCE SOUTH 01°37 00' EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 12.43 FEET; THENCE NORTH 01°37'09" WEST 4.3° FEET; THENCE SOUTH 88°22'51" WEST 8.31 FEET; THENCE NORTH 01°37'09" WEST 24.00 FEET; THENCE NORTH 88°22'51" EAST 42.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, LLINOIS;

ALSO EXCEPT PARCEL L2-2

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERICIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.92 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 99.50 FEET; THENCE SOUTH 01°37'09" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 11.36 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET: THENCE SOUTH 01°37'09" EAST 0.40 FEET: THENCE SOUTH 88°22'51" WEST 14.78 FEET: THENCE NORTH 01°37'09" WEST 0.40 FEET: THENCE SOUTH 88°22'51" WEST

6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 10.61 FEET; THENCE NORTH 01°37'09" WEST 2.70 FEET; THENCE SOUTH 88°22'51" WEST 0.79 FEET; THENCE NORTH 01°37'09" WEST 25.69 FEET; THENCE NORTH 88°22'51" EAST 49.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L2-3

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33. VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S 41 DITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.92 FEET ABOVE CHICACO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 122.14 FEET TO THE POINT OF BEGINNING: TLENCE SOUTH 88°22'51" WEST 24.48 FEET: THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 7.06 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NOX'TH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'3'.' EAST 11.47 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT PARCEL L2-4

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLFY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PFINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN FLEVATION OF +34,92 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01 3740" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 77.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 19.24 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 6.95 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.59 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT PARCEL L3-1

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33. VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.96 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.92 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 2.86 FEET; THENCE SOUTH 88°22'51" WEST 74.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 28.39 FEET: THENCE SOUTH 88°22'51" WEST 1.35 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET: THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 11.40 FEET; THENCE NCRTH 01°37'09" WEST 28.39 FEET; THENCE NORTH 88°22'51" EAST 24.77 FEET TO THE POINT OF BIGINNING, IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT PARCEL L3-2

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NOWTH OF THE NORTH LINE OF SAID LOT 25 TO 33. VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.96 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.92 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; TIENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 82, 22'51" WEST 97.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 25.05 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 11.20 FEET: THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.18 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 7.68 FEET; THENCE SOUTH 0.°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT

PARCEL L4-1

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.98 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN

ELEVATION OF +44.96 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 2.86 FEET; THENCE SOUTH 88°22'51" WEST 7.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 22.39 FEET; THENCE SOUTH 88°22'51" WEST 15.21 FEET; THENCE SOUTH 01°37'09" EAST 5:59 FEET; THENCE SOUTH 88°22'51" WEST 6.93 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 12.43 FEET; THENCE NORTH 01°37'09" WEST 4.39 FEET; THENCE SOUTH 88°22'51" EAST 42.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

ALSO EXCE! T

PARCEL L4-2

LOTS 16 TO 24, TCG! THER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WUST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011 A'LL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, 11'L TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.98 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.96 FELT ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRAC1; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 74.74 FEET; THENCE SOUTH 01':7'09" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 7.35 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22 5.1" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 11.40 FEFT: THENCE NORTH 01°37'09" WEST 28.39 FEET: THENCE NORTH 88°22'51" EAST 24.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS: ALSO EXCEPT

PARCEL L4-3

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, 30TH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF T'1E NORTHWEST 1/4 OF SECTION 20. TOWNSHIP 39 NORTH. RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.98 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANF HAVING AN ELEVATION OF +44.96 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH, LINE OF SAID TRACT 124.28 FEET; THENCE SOUTH 01°37'09" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 7.39 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET: THENCE SOUTH 01°37'09" EAST 0.40 FEET: THENCE SOUTH 88°22'51" WEST 10.61 FEET; THENCE NORTH 01°37'09" WEST 2.70 FEET; THENCE SOUTH 88°22'51" WEST 0.79 FEET; THENCE NORTH 01°37'09" WEST 25.69 FEET; THENCE NORTH 88°22'51" EAST 24.81 FEET TO THE POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT PARCEL L4-4

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33. VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.98 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.96 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL PQUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AZ THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 202.42 FEET; THENCE SOUTH 01°37'09" EAST 30.85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 9.42 FEET: THENCE NORTH 88°22'51" EAST 7.8) FEET; THENCE SOUTH 01°37'09" EAST 6.07 FEET; THENCE NORTH 88°22'51" EAST 9.61 FEET; THENCE SOUTH 01°37'09" EAST 18.90 FEET; THENCE SOUTH 88°22'51" WEST 36.63 FEET; THENCE NORTH 01°37'09" WEST 34.38 FEET; THENCE NORTH 88°22'51" EAST 19.23 FEET TO THE POINT OF BECINNING, IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT PARCEL L5-1

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33. VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUSTIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HOLYONTAL PLANE HAVING AN ELEVATION OF +54.98 FEET ABOVE CHICAGO CITY DATUM, IND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 2.86 FEET; THENCE SOUTH 88°22'J1" VEST 7.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 22.39 FEET; TPLNCE SOUTH 88°22'51" WEST 15.21 FEET; THENCE SOUTH 01°37'09" EAST 5.59 FEET; THENCE SOUTH 88°22'51" WEST 6.93 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 12.43 FEET; THENCE NORTH 01°37'09" WEST 4.39 FEET; THENCE SOUTH 88°22'51" WEST 8.31 FEET; THENCE NORTH 01°37'09" WEST 24.00 FEET; THENCE NORTH 88°22'51" EAST 42.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT

PARCEL L5-2

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON

& GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.98 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 149.09 FEET; THENCE SOUTH 01°37'40" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 2.70 FEET; THENCE SOUTH 88°22'51" WEST 12.52 FEET; THENCE SOUTH 01°37'09" WEST 2.25 FEET; THENCE SOUTH 88°22'51" WEST 5.70 FEE1: THENCE SOUTH 01°37'09" EAST 1.85 FEET; THENCE SOUTH 88°22'51" WEST 5.70 FEE1: THENCE NORTH 01°37'09" WEST 10.46 FEET; THENCE SOUTH 88°22'51" WEST 21.97 FEET; THENCE NORTH 01°37'09" WEST 17.53 FEET; THENCE NORTH 88°22'51" EAST 48.32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L5-3

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-W ST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND WORTH OF THE NORTH LINE OF SAID LOT 25 TO 33. VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.98 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 122.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 2'.48 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 7.J6 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 11.47 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L6-1

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 49.92 FEET; THENCE SOUTH 01°37'40" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 24.00 FEET; THENCE SOUTH 88°22'51" WEST 0.46 FEET; THENCE SOUTH 01°37'09" EAST 4.39 FEET; THENCE SOUTH 88°22'51" WEST 10.90 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 7.44 FEET; THENCE NORTH 01°37'09" WEST 28.39 FEET; THENCE NORTH 88°22'51" EAST 24.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L6-2

LOTS 16 TO 24 TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33. VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 55.50 FEET; THENCE SOUTH 01°37'40" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 11.36 FEET; THENCE NORTH C1°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'69" E4ST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 7.39 FEET; THENCE NORTH 01°37'09" WEST 28.39 FEET; THENCE NORTH 88°22'51" EAST 24.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT PARCEL L6-3

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BC (F) INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011. ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NOTIFIWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MEKIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 149.09 FEET; THENCE SOUTH 01°37'40" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 25.69 FEET; THENCE NORTH 88°22'51" EAST 0.79 FEET; THENCE SOUTH 01°37'09" EAST 2.70 FEET; THENCE SOUTH 88°22'51" WEST 12.52 FEET: THENCE NORTH 01°37'09" WEST 2.25 FEET: THENCE SOUTH 88°22'51" WEST 8.92 FEET; THENCE SOUTH 01°37'09" EAST 1.85 FEET; THENCE SOUTH 88°22'51" WEST 5.70 FEET; THENCE NORTH 01°37'09" WEST 10.46 FEET; THENCE SOUTH 88°22'51" WEST

18.87 FEET; THENCE SOUTH 01°37'09" EAST 10.46 FEET; THENCE SOUTH 88°22'51" WEST 27.34 FEET; THENCE NORTH 01°37'09" WEST 27.99 FEET; THENCE NORTH 88°22'51" EAST 72.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT

PARCEL L6-4

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33, VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. ALL TAKEN AS A T.ACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF \65.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUND ARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 122.14 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 88°22'51" WEST 24.48 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 7.06 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NCRTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°27 51" EAST 11.47 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, 'N' COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L6-5

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33. VACATED BY ORDINANCE RECORDED AS DOCUMENT 213371, 1011. ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN FLEVATION OF +74.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONIAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT: THENCE SOUTH 0,037'40" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET: THENCE SOUTH 88°22'51" WEST 70.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 19.24 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 6.95 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.59 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L6-6

LOTS 16 TO 24, TOGETHER WITH THAT PART OF LOTS 25 TO 33, BOTH INCLUSIVE, TOGETHER WITH THAT PART OF THE EAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF THE SOUTH

LINES OF SAID LOTS 16 TO 24, AND NORTH OF THE NORTH LINE OF SAID LOT 25 TO 33. VACATED BY ORDINANCE RECORDED AS DOCUMENT 2133719011, ALL IN BLOCK 1 IN SAMPSON & GREENE'S ADDITION TO CHICAGO, AN ANTE FIRE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +65.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°37'40" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 7.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 46.33 FEET; THENCE NORTH 01°37'09" WLST 18.50 FEET; THENCE NORTH 88°22'51" EAST 25.56 FEET: THENCE NORTH 01°37'09" WEST 9 51 FEET; THENCE NORTH 88°22'51" EAST 5.57 FEET; THENCE NORTH 01°37'09" WEST 11.97 FEET: THENCE NORTH 88°22'51" EAST 13.65 FEET; THENCE SOUTH 01°37'09" EAST 11.30 FEET; THENCE NORTH 88°22'51" EAST 1.56 FEET; THENCE SOUTH 01°37'09" EAST 28.68 FEET TO THE POINT OF EEGINNING), IN COOK COUNTY, ILLINOIS.

For informational purposes only:

Commonly known as 1257 West Roosevelt Road, Chicago, IL 60608;

PIN No. 17-20-103-001-0000

17-20-103-002-0000

17-20-103-003-0000

17-20-103-004-0000

17-20-103-005-0000

17-20-103-006-0000

17-20-103-007-0000

17-20-103-008-0000

17-20-103-063-0000

TRACT 4:

LIHTC PARCEL

Roal College of the C LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THURC PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20: 2007, AS DOCUMENT NO. 0720115116, EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCELS:

PARCEL L2-1

THAT PART OF LOT 142 IN ROOSEVELT SOUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.82 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.80 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED

VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 2.86 FEET; THENCE SOUTH 88°22'51" WEST 2.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 22.39 FEET; THENCE SOUTH 88°22'51" WEST 15.21 FEET; THENCE SOUTH 01°37'09" EAST 5.59 FEET; THENCE SOUTH 88°22'51" WEST 6.93 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 12.43 FEET; THENCE NORTH 01°37'09" WEST 4.39 FEET; THENCE SOUTH 88°22'51" WEST 8.31 FEET; THENCE NORTH 01°37'09" WEST 24.00 FEET; THENCE NORTH 88°22'51" EAST 42.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT PARCEL L2 2

THAT PART OF LOT 142 IN ROOSEVELT SOUARE SUBDIVISION PHASE TWO. PLAT TWO. BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20. TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.82 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.80 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS OLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22 51' WEST ALONG THE NORTH LINE OF SAID TRACT 95.44 FEET; THENCE SOUTH 01°37'09" EAST 2 86 FEET TO THE POINT OF BEGINNING: THENCE -SOUTH 01°37'09" EAST 28.39 FEET; THENC'S SOUTH 88°22'51" WEST 11.36 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET: THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 14.78 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEFT; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 10.61 FEET; THE ICE NORTH 01°37'09" WEST 2.70 FEET; THENCE SOUTH 88°22'51" WEST 0.79 FEET; THENCE NORTH 01°37'09" WEST 25.69 FEET; THENCE NORTH 88°22'51" EAST 49.58 FEET TO THE POINT OF DEGINNING, IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT PARCEL L2-3

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.82 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.80 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 24.48 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 7.06 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51"

EAST 11.47 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L2-4

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.82 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.80 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 01°35'55" WEST 73.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 19.24 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 5.59 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.59 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.59 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.59 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L3-1

THAT PART OF LOT 142 IN ROOSEVELT SQUA'E SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIT PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.81 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.82 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONI'AL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 2.86 FEET; THENCE SOUTH 88°22'51" WEST 70.68 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 11.40 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" EAST 24.77 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L3-2

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.86 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.82 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED

VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 92.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 25.06 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 11.20 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.18 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 7.68 FEET; THENCE SOUTH 01°37'09" EAST 28.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L4-1

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20. TOWNSHIP 39 NONTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.88 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HONZONTAL PLANE HAVING AN ELEVATION OF +44.86 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°3 J'55" EAST ALONG THE EAST LINE OF SAID TRACT 2.86 FEET: THENCE SOUTH 88°22'51" WEST 2.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 22.39 FEET; THENCE SOUTH 88°22'51" WEST 15.21 FEET; THENCE SOUTH 01°37'09" EAST 5.59 FEET; THENCE SOUTH 61°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WZSI 12.43 FEET: THENCE NORTH 01°37'09" WEST 4.39 FEET; THENCE SOUTH 88°22'51" WEST 8.31 FEET; THENCE NORTH 01°37'09" WEST 24.00 FEET; THENCE NORTH 88°22'51" EAST 42.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT

PARCEL L4-2

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HOPLONTAL PLANE HAVING AN ELEVATION OF +54.88 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HOPLONTAL PLANE HAVING AN ELEVATION OF +44.86 FEET ABOVE CHICAGO CITY DATUM, AND LONG. WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 70.68 FEET; THENCE SOUTH 01°37'09" EAST 2.86 FEET TO THE POINT OF E.C. INNING; THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 7.35 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 11.40 FEET; THENCE NORTH 01°37'09" WEST 28.39 FEET; THENCE NORTH 88°22'51" EAST 24.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPT

PARCEL L4-3

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A

HORIZONTAL PLANE HAVING AN ELEVATION OF +54.88 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +44.86 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 120.22 FEET; THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 7.39 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 10.61 FEET; THENCE NORTH 01°37'09" WEST 2.70 FEET; THENCE SOUTH 88°22'51" WEST 0.79 FEET; THENCE NORTH 01°37'09" WEST 25.69 FEET; THENCE NORTH 88°22'51" EAST 24.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, II L'IN OIS;

ALSO EXCEPT

PARCEL L4-4

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGF 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED J'JLY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN 'LLEVATION OF +54.88 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL 'LANE HAVING AN ELEVATION OF +44.86 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOW 3. COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 198.36 FEET; THENCE SOUTH 01°37'09" EAST 9.42 FEET; THENCE NORTH 38°22'51" EAST 7.80 FEET; THENCE SOUTH 01°37'09" EAST 6.07 FEET; THENCE NORTH 88°22'51" EAST 9.61 FEET; THENCE SOUTH 01°37'09" EAST 18.90 FEET; THENCE SOUTH 88°22'51" WEST 36.63 "FET; THENCE NORTH 01°37'09" WEST 34.38 FEET; THENCE NORTH 88°22'51" EAST 19.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS:

ALSO EXCEPT

PARCEL L5-1

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYANG BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.88 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 2.86 FEET; THENCE SOUTH 88°22'51" WEST 15.21 FEET; THENCE SOUTH 01°37'09" EAST 22.39 FEET; THENCE SOUTH 88°22'51" WEST 6.93 FEET; THENCE SOUTH 01°37'09" EAST 5.59 FEET; THENCE SOUTH 88°22'51" WEST 6.93 FEET; THENCE SOUTH 01°37'09" EAST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 12.43 FEET; THENCE NORTH 01°37'09" WEST 4.39 FEET; THENCE SOUTH 88°22'51" WEST 8.31 FEET; THENCE NORTH 01°37'09" WEST 24.00

FEET; THENCE NORTH 88°22'51" EAST 42.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L5-2

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST OUARTER OF SECTION 20. TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.88 FEET ABOVE CHICAGO CIT' DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THE VCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 145.03 FEET; THENCE SOUTH 01°37'40" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 25.69 FEET; THENCE NORTH 88°22'51" EAST 0.79 FEET; THENCE SOUTH 01°37'09" EAST 2.70 FEET; THENCE SOUTH 88°22'51" WEST 12.52 FEET; THENCE NORTH 01°37'09" WEST 2.25 FEE1; THENCE SOUTH 88°22'51" WEST 8.92 FEET; THENCE SOUTH 01°37'09" EAST 1.85 FEET; THENCE SOU'I'A 88°22'51" WEST 5.70 FEET; THENCE NORTH 01°37'09" WEST 10.46 FEET; THENCE SOUTH 88°22'51" WEST 21.97 FEET; THENCE NORTH 01°37'09" WEST 17.53 FEET; THENCE NORTH 88°22'51" EAST 48.32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY. ILLINOIS:

ALSO EXCEPT

PARCEL L5-3

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.90 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +54.88 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL POUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 118.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 24.48 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 61°37'09" WES

ALSO EXCEPT

PARCEL L6-1

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.80 FEET ABOVE CHICAGO CITY DATUM

AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 45.86 FEET; THENCE SOUTH 01°37'40" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 24.00 FEET; THENCE SOUTH 88°22'51" WEST 0.46 FEET; THENCE SOUTH 01°37'09" EAST 4.39 FEET; THENCE SOUTH 88°22'51" WEST 10.90 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 6.02 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 7.44 FEET; THENCE NORTH 01°37'09" WEST 28.39 FEET; THENCE NORTH-88°22'51" EAST 24.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT PARCEL L6-2

THAT PART OF LOT 142 (N ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGF 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED J'JLY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN 'LEVATION OF +74.80 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL 'LANE HAVING AN ELEVATION OF +64.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOV'S. COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 95.44 FEET; THENCE SOUTH 88°22'51" WEST ALONG THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 28.39 FEET; THENCE SOUTH 88°22'51" WEST 11.36 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE SOUTH 88°22'51" WEST 7.39 FEET; THENCE NORTH 01°37'09" WEST 28.39 FEET; THENCE NORTH 88°22'51" EAST 24.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L6-3

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE 1WO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.80 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88°22'51" WEST ALONG THE NORTH LINE OF SAID TRACT 145.03 FEET; THENCE SOUTH 01°37'09" EAST 2.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°37'09" EAST 2.70 FEET; THENCE NORTH 88°22'51" WEST 12.52 FEET; THENCE SOUTH 01°37'09" EAST 1.85 FEET; THENCE SOUTH 88°22'51" WEST 5.70 FEET; THENCE SOUTH 01°37'09" EAST 1.85 FEET; THENCE SOUTH 88°22'51" WEST 5.70 FEET; THENCE NORTH 01°37'09" EAST 10.46 FEET; THENCE SOUTH 88°22'51" WEST 18.87 FEET; THENCE NORTH 01°37'09" EAST 10.46

FEET; THENCE SOUTH 88°22'51" WEST 27.34 FEET; THENCE NORTH 01°37'09" WEST 27.99 FEET; THENCE NORTH 88°22'51" EAST 72.56 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPT

PARCEL L6-4

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.80 FEET ABOVE CHICAGO CITY DATUM AND LYING AFOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.90 FEET ABOVE CHICAGO CIT1 DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND PESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 68°22'51" WEST 018.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 24.48 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.95 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 11.47 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 11.47 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 11.47 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 11.47 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 11.47 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 11.47 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51"

ALSO EXCEPT

PARCEL L6-5

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.80 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELLVATION OF +64.90 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 73.75 FEET TO THE POINT OF DEGINNING; THENCE SOUTH 88°22'51" WEST 19.24 FEET; THENCE NORTH 01°37'09" WEST 28.41 FEET; THENCE NORTH 88°22'51" EAST 5.59 FEET; THENCE NORTH 01°37'09" EAST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.59 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 5.59 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE NORTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE SOUTH 01°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE SOUTH 61°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE SOUTH 61°37'09" WEST 0.40 FEET; THENCE NORTH 88°22'51" EAST 6.69 FEET; THENCE SOUTH 61°37'09" WEST 61°37'09" WEST 61°37'09" WEST 61°37'0

ALSO EXCEPT

PARCEL L6-6

THAT PART OF LOT 142 IN ROOSEVELT SQUARE SUBDIVISION PHASE TWO, PLAT TWO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JULY 20, 2007, AS DOCUMENT NO. 0720115116, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +74.80 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +64.90 FEET ABOVE

CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTH 01°35'55" EAST ALONG THE EAST LINE OF SAID TRACT 65.24 FEET; THENCE SOUTH 88°22'51" WEST 2.96 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°22'51" WEST 46.33 FEET; THENCE NORTH 01°37'09" WEST 18.50 FEET; THENCE NORTH 88°22'51" EAST 25.56 FEET; THENCE NORTH 01°37'09" WEST 9.51 FEET; THENCE NORTH 88°22'51" EAST 5.57 FEET; THENCE NORTH 01°37'09" WEST 11.97 FEET; THENCE NORTH 88°22'51" EAST 13.65 FEET; THENCE SOUTH 01°37'09" EAST 11.30 FEET; THENCE NORTH 88°22'51" EAST 1.56 FEET; THENCE SOUTH 01°37'09" EAST 28.68 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

For informatic nel purposes only:
Commonly known as 1357 West Roosevelt Road, Chicago, IL 60608;
PIN No. 17-20-102 057 0000

ESTATE 2:

LEASEHOLD ESTATE CREATED BY GROUND LEASE DATED SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT NO. 0425441020, AS AMENDED BY INSTRUMENT RECORDED JULY 14, 2006 AS DOCUMENT NO. 0619534097, MADE BY AND BETWEEN THE CHICAGO HOUSING AUTHORITY, AS GROUND LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AS GROUND LESSEE, WHICH GROUND LEASE DEMISES THE LAND FOR A TERM OF 99 YEARS COMMENCING ON THE LEASE COMMENCEMENT DATE. (AFFECTS PARCELS 1 AND 4 OF TRACT 5); GROUND LEASE DATED SEPTEMBER 1, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT NO. 0425441021, MADE BY AND BETWEEN THE CHICAGO HOUSING AUTHORITY, AS GROUND LESSOR, AND ROOSEVELT SQUARE I LIMITED PARTNERSHIP, AS GROUND LESSEE, WHICH GROUND LEASE DEMISES THE LAND FOR A TERM OF 99 YEARS COMMENCING ON THE LEASE COMMENCEMENT DATE. (AFFECTS PARCEL 2 OF TRACT 5); ASSUMPTION, ASSIGNMENT AND AMENDMENT OF GROUND LEASE WADE BY ROOSEVELT SOUARE I LIMITED PARTNERSHIP. AS ASSIGNOR, RS AFFORDABLE ILLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS AND THE CHICAGO HOUSING AUTHORITY, A MUNICIPAL CORPORATION, DATED AS OF Dan 10, 2023; DEMISING THE FOLLOWING **DESCRIBED LAND:**

TRACT 5:

PARCEL 1 - NORTH RESIDENTIAL PARCEL:

PARCEL 1A:

LOTS 1, 5, 7, 19, 23 AND 31 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION, AND SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 27, 2004 AS DOCUMENT NO. 0414831142, AND CORRECTED BY INSTRUMENTS RECORDED AS DOCUMENT NOS. 0434416165 AND 0619534094.

For informational purposes only:

Commonly known as 904-910, 1026-1030 South Racine Avenue; 905, 909, 1023-1027 South Lytle Street; all in Chicago, IL 60607; and 1214 West Roosevelt Road, all in Chicago, IL 60608;

PIN Nos. 17-17-334-009-0000, 17-17-334-015-0000, 17-17-334-021-0000, 17-17-323-002-0000, 17-17-323-006-0000 and 17-17-323-008-0000.

PARCEL 1B:

LOT 9 IN RESUBDIVISION OF LOTS 3 AND 4 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION, AND SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 27, 2004 AS DOCUMENT NO. 0414831142, AND CORRECTED BY INSTRUMENTS RECORDED AS DOCUMENT NOS. 0434416165 AND 0619534094, SAID RESUBDIVISION RECORDED JUNE 6, 2005 AS DOCUMENT NO. 0515727087, AND CORRECTED BY INSTRUMENT RECORDED JULY 14, 2006 AS DOCUMENT NO. 0619534095.

For informational purposes only:

Commonly known as 1217 West Arthington Street, Chicago, IL 60607; PIN No. 17-17-323-025-0000.

PARCEL 1C:

LOT 10 IN RESUBDIVISION OF LOTS 27 AND 28 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION, AND SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 27, 2004 AS DOCUMENT NO. 0414831142, AND CORRECTED BY INSTRUMENTS RECORDED AS DOCUMENT NOS. 0434416165 AND 0619534094, SAID RESUBDIVISION RECORDED JUNE 6, 2005 AS DOCUMENT NO. 0515727088.

For informational purposes only:

Commonly known as 202 West Grenshaw Street, Chicago, IL 60607; PIN No. 17-17-334-0/4-000.

PARCEL 1D:

LOT 12 IN RESUBDIVISION OF LOTS 29 AND 30 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION, AND SUBDIVISION OF BLOCK 14 OF VEKNON PARK ADDITION TO CHICAGO, PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHICAGO COUNTY OF COOK, STATE OF ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 27, 2004 AS DOCUMENT NO. 0414831142, AND CORRECTED BY INSTRUMENTS RECORDED AS DOCUMENT NO. 0515727089, AND CORRECTED BY INSTRUMENT RECORDED JUNE 6, 2005 AS DOCUMENT NO. 06.9534093.

For informational purposes only:

Commonly known as 1201 West Grenshaw Street, Chicago, IL 60607 PIN No. 17-17-334-034-0000.

PARCEL 2 - MIXED USE RESIDENTIAL PARCEL:

LOTS 10, 12, 13, 14 AND 15 IN PLAT 1 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION, AND SURDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, PART OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL APPLIDIAN, CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, ACCORDING TO THE TLAT THEREOF RECORDED MAY 27, 2004 AS DOCUMENT NO. 0414831142, AND CORRECTED BY INSTRUMENTS RECORDED AS DOCUMENT NOS. 0434416165 AND 0619534094; EXCEPT FROM SAID LOTS 10–12, 13, 14 AND 15 THOSE PARTS THEREOF LYING WITHIN THE NORTH RETAIL PARCEL DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.65 AND BENEATH ELEVATION 25.28 CITY OF CHICAGO DATUM:

PART OF LOT 14 AS DESIGNATED UPON PLAT I ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE

SOUTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 89°58'19" EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.26 FEET; THENCE NORTH 00°01'41" EAST, A DISTANCE OF 1.01 FEET; TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00°01'41" EAST, A DISTANCE OF 53.87 FEET; THENCE SOUTH 89°58'19" EAST, A DISTANCE OF 20.22 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 4.86 FEET; THENCE SOUTH 89°58'19" EAST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 89°58'19" WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 16.52 FEET; THENCE NORTH 89°58'19" WEST, A DISTANCE OF 2.27 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 0.14 FEET; THENCE NORTH 89°58'19" WEST, A DISTANCE OF 12.95 FEET; TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS.

ALSO EXCEPT

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.65 AND BENEATH FLEVATION 25.28 CITY OF CHICAGO DATUM:

PART OF LOT 13 AS Designated upon plat 1 roosevelt square, a resubdivision or part of buckley's subdivision, part of macalister's subdivision and the subdivision of block 14 of vernon park addition to chicago lying within the east half of the southwest quarter of section 17, township 39 north, range 14, east of the third principal meridian, bounder and described as follows, to wit: commencing at the southeast corner of said lot 13; thence north 89°58'19" west along the south line of said lot, a distance of 4.01 feet; thence north 00°01'41" east, a distance of 1.01 feet; to the point of beginning of this description; thence north 00°01'41" east, a distance of 53.87 feet; thence north 89°58'19" west. I distance of 20.22 feet; thence south 00°01'41" west, a distance of 4.86 feet; thence north 35°58'19" west, a distance of 2.50 feet; thence south 00°01'41" west, a distance of 32.35 feet; thence south 89°58'19" east, a distance of 7.50 feet; thence south 00°01'41" west, a distance of 1.41 west, a distance of 1.52 feet; thence south 89°58'19" east, a distance of 0.14 feet; thence south 89°58'19" east, a distance of 1.295 feet; to the 2011 of beginning, situated in the county of cook; state of illinois.

ALSO EXCEPT

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.55 AND BENEATH ELEVATION 25.18 CITY OF CHICAGO DATUM:

PART OF LOT 12 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUIDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO, LYING WITHIN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 12; THENCE SOUTH 89°58'19" EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 4.26 FEET; THENCE NORTH 00°01'41" EAST, A DISTANCE OF 1.01 FEET; TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00°01'41" EAST, A DISTANCE OF 53.87 FEET; THENCE SOUTH 89°58'19" EAST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 4.86 FEET; THENCE SOUTH 89°58'19" EAST, A DISTANCE OF 2.50 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 89°58'19" WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 0.14 FEET; THENCE SOUTH 89°58'19" WEST, A DISTANCE OF 12.95 FEET; TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF COOK; STATE OF ILLINOIS.

ALSO EXCEPT

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.40 AND BENEATH ELEVATION 25.03 CITY OF CHICAGO DATUM:

PART OF LOT 10 AS DESIGNATED UPON PLAT 1 ROOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 89°58'19" EAST ALONG THE SOUTH LINE OF SAID LOT, A JISTANCE OF 4.26 FEET; THENCE NORTH 00°01'41" EAST, A DISTANCE OF 1.01 FEET; TO THE POINT OF PEGINNING OF THIS DESCRIPTION; THENCE NORTH 00°01'41" EAST, A DISTANCE OF 53.87 FEET; THENCE SOUTH 89°58'19"EAST, A DISTANCE OF 2.22 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 89°58'19" WEST, A DISTANCE OF 7.50 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 1.6.52 FEET; THENCE NORTH 89°58'19" WEST, A DISTANCE OF 1.2.27 FEET; THENCE SOUTH 00°01'41" WEST, A DISTANCE OF 0.14 FEET; THENCE NORTH 89°58'19" WEST, A DISTANCE OF 1.2.95 FEET: TO THE POINT OF BEGINNING, IN THE COUNTY OF COOK, STATE OF ILLINOIS.

ALSO EXCEPT

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PREMISES LYING ABOVE ELEVATION 14.50 AND BENEATH ELEVATION 26.83 CITY OF CH.CACO DATUM:

PART OF LOT 15 AS DESIGNATED UPON PLAT 1 RCOSEVELT SQUARE, A RESUBDIVISION OF PART OF BUCKLEY'S SUBDIVISION, PART OF MACALISTER'S SUBDIVISION AND THE SUBDIVISION OF BLOCK 14 OF VERNON PARK ADDITION TO CHICAGO LYING WITHIN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 N JETH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15; THENCE NORTH 89°58'27' WEST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 10.63 TO A POINT; THENCE NORTH 45°CJ'CO" WEST, A DISTANCE OF 3.67 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENC'L MORTH 44°59'52" EAST, A DISTANCE OF 5.10 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 3.15 FEET AND A CENTRAL ANGLE OF 180°00'00" (THE CHORD OF WHICH BEARS NORTH 44°59'52" EAST, A DISTANCE OF 6.29 FEF 1); THENCE NORTH 44°59'52" EAST, A DISTANCE OF 5.10 FEET TO A POINT; THENCE NORTH 45°00'08' WLST, A DISTANCE OF 2.00 FEET TO A POINT; THENCE SOUTH 44°59'52" WEST, A DISTANCE OF .018 FEET TO A POINT; THENCE NORTH 45°00'08" WEST, A DISTANCE OF 0.61 FEET TO A POINT; THENCE NORTH 00°00'08" WEST, A DISTANCE OF 31.26 FEET TO A POINT; THENCE SOUTH 89°59'52" WEST, A DISTANCE OF 11.46 FEET TO A POINT; THENCE NORTH 00°00'08" WEST, A DISTANCE OF 2.99 FEET TO A POINT; THENCE SOUTH 89°59'52" WEST, A DISTANCE OF 29.17 FEET TO A POINT; THENCE NORTH 00°00'08" WEST, A DISTANCE OF 12.01 FEET TO A POINT; THENCE SOUTH 89'59'52" WEST, A DISTANCE OF 6.18 FEET TO A POINT; THENCE SOUTH 00°00'08" EAST, A DISTANCE OF 2.47 FEET TO A POINT; THENCE SOUTH 89°59'52" WEST, A DISTANCE OF 8.58 FEET TO A POINT; THENCE NORTH 00°00'08" WEST, A DISTANCE OF 2.47 FEET TO A POINT: THENCE SOUTH 89°59'52" WEST, A DISTANCE OF 38.95 FEET TO A POINT: THENCE SOUTH 00°00'08" EAST, A DISTANCE OF 57.67 FEET TO A POINT; THENCE NORTH 89°59'52" EAST, A DISTANCE OF 82.93 FEET TO A POINT; THENCE SOUTH 45°00'08" EAST, A DISTANCE OF 0.61 FEET TO A POINT; THENCE SOUTH 44°59'52" WEST, A DISTANCE OF 0.18 FEET TO A POINT; THENCE SOUTH 45°00'08" EAST, A DISTANCE OF 2.00 FEET; TO THE POINT OF BEGINNING, IN THE COUNTY OF COOK, STATE OF ILLINOIS.

For informational purposes only:

Commonly known as 1200, 1210, 1214, 1218 and 1224 West Taylor Street, all in Chicago, IL 60607; PIN Nos. 17-17-323-038-0000 (part), 17-17-323-040-0000 (part), 17-17-323-042-0000 (part), 17-17-323-044-0000 (part) and 17-17-323-046-0000 (part).

PARCEL 3: INTENTIONALLY OMITTED.

PARCEL 4 - SOUTH PARCEL:

LOTS 34, 35, 37 43, 45, 46, 49, 53, 55, 58, AND 62 IN PLAT 2 ROOSEVELT SQUARE SUBDIVISION, A RESUBDIVISION OF BLOCKS 6, 7, AND PART OF 8 OF HENRY WALLER'S SUBDIVISION, PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 27, 2004 AS DOCUMENT NO. 0414831143. For informational purposes only.

Commonly known as 1105-1111 and 1133 West Roosevelt Road; 1220, 1248-1250 and 1264-1266 South Blue Island, Avenue; 1140-1142 West 13th Street, and 1120-1124, 1133-1145, 1146-1156 and 1157 West Washburne Avenue, all in Chicago, IL 60608;

PIN Nos. 17-20-207-046-0000, 17-20-207-049 0000, 17-20-207-053-0000, 17-20-207-055-0000, 17-20-207-058-0000, 17-20-207-062-0000, 17-20-200-066-0000, 17-20-200-067-0000, 17-20-200-069-0000, 17-20-200-075-0000 and 17-20-200-077-0000.

ESTATE 3:

FEE SIMPLE TITLE TO ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED AFTER THE DATE OF THE AFORESAID GROUND LEASES ON THE LEASEHOLD ESTATES HEREINABOVE DESCRIBED AS ESTATE 1 AND ESTATE 2.

EXHIBIT B

I. ADDITIONAL DEFINITIONS

"Construction Contract" shall mean that certain contract or contracts dated as of January 10, 2023 between the Owner and the General Contractor for the Project, in accordance with the plans and specifications for the Project.

II. ADDITIONAL REPRESENTATIONS AND COVENANTS OF OWNER

- 1. All of the 314 Units in the Project shall be Tax Credit Eligible Units. The Owner will annually receive low-income housing tax credits in the amount of \$5,290,529 from the City in connection with the Rental Project.
- 2. (a) The Project and Rental Project shall consist of the following unit configuration with the following initial rects:

Number of Bedrooms	Number of Units	Imputed Income	Initial Rent
	0	Limitation	
	1	60%	\$1,095
0	8	87%	\$1,460
	7	20%	\$782
	17	50° o	\$977
	60	60%	\$1,173
1	29	80%	\$1,564
	18	40%	\$938
	25	50%	\$1,173
	75	60%	\$1,407
2	8	80%	\$1,876
	9	40%	\$1,084
	15	50%	\$1,355
3	29	60%	\$1,626
	3	40%	\$1,209
4	6	50%	\$1,511
	4	60%	\$1,813
Total	314		

- (c) The Applicable Fraction for each building in the Project shall be, for each taxable year in the Compliance Period and Extended Use Period, not less than 100%.
 - 3. For purposes of Section 14, the Owner's address shall be:

C/C/T/S OFFICE

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c/o Related Midwest 350 West Hubbard Street, Suite 300 Chicago, IL 60654 Attention: Curt Bailey

With a copy to:

Levitt & Boccio, LLP 423 West 55th Street, 8th Floor New York, NY 10019 Attention: David Boccio

An,

Hudson Roosevelt Square LLC Hudson SLP LLC c/o Hudson Housing Capital LLC 630 Fifth Avenue, 28th Floor New York, New York 10111 Attention: General Counsel

With a copy to:

Holland & Knight LLP 10 St. James Avenue, 12th Floor Boston, Massachusetts 02116 Attention: Dayna M. Hutchins, Esq.

EXHIBIT C

ANNUAL OWNER'S CERTIFICATION (AOC) FOR RENTAL PROJECT RECEIVING LOW-INCOME HOUSING TAX CREDITS FROM THE CITY OF CHICAGO, DEPARTMENT OF HOUSING

Owner:
Rental Project Name:
Rental Project Number:
Owner Federal Empiryer Identification Number:
Pursuant to Section 42 of the Code, the Owner is required to maintain certain records concerning the Rental Project and the City is required to monitor the Rental Project's compliance with the Code and the agreements exceuted by the City and the Owner in connection with the Rental Project. The Owner further agreed, in the Low Income Housing Tax Credits Regulatory Agreement dated as of
A. <u>INFORMATION</u>
1. Please list the building identification numbers and address for each building included in the Rental Project: (If there are additional buildings in the Rental Project, please provide the requested information on a separate sheet and attach to this document.)
Building Identification Number Building Address

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	•	
,		
2.	Complete Schedule I for each building included in the Rental Project.	
3.	Has any change occurred, either directly or indirectly, (a) in the identity of the Owner, in the identity of any general partner(s), if any, of the Owner, (c) in the ownership of a interests in any general partner of the Owner or in any shareholder, trustee or beneficial of the Owner, 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 Owner since the date of the Regulatory Agreement or the most recent Annual Owner's Certification?	iny ary
	Yes No	
If Y	es, provide all the appropriate documents.	
4.	Have the Owner's organizational documents been amended or otherwise modified since they were submitted to the City?	e
	Yes No	
IfY	es, provide all amendments and modifications of the Owner's organizational documents.	
5.	Provide the City with independently audited financial statements for the Rental Project for the most recent fiscal year, including an income and expense sign ement, a balance sheet listing assets and liabilities, a detailed schedule of operating, maintenance and administrative expenses and a cash flow statement.	t
6.	Has the Owner been a recipient of a federal grant during this year, as defined in Section 42 of the Code, or has there been any other event, either of which would cause a reduction in the Eligible Basis (as hereinafter defined) of any building in the Rental Project?	'n
	Yes No	
If Y	es, provide the details.	

7. 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 Owner hereby represents and warrants to the City that each of the following statements is true and accura e and covenants as follows:

1.	The Owner is [check as applicable]:
(a)	an individual
(b)	a group of individuals.
(c)	a corporation in corporated and in good standing in the State of
(d)	a general partnership organized under the laws of the State of
(e)	a limited partnership organized under the laws of the State of
(f)	other [please describe]:
2.	The Owner is [check as applicable] the owner of fee simple title to, or a ground
	lease interest to, or (b) the owner of 100% of the beneficial interest in, the
	hereinafter described Rental Project. The Cymer received an allocation of low-income
	housing tax credits from the City in the amount of \$ on
	, pursuant to Section 42 of the Code.
3.	The Rental 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 October 1 following the end of the
	Compliance Period, the following subparagraphs apply:
(a)	of the residential rental unit(s) (the "Tax Credit Eligible Units") in the Rental
	Project is/are occupied by Qualifying Tenants (as hereinafter defined).
(b)	For the 12-month period preceding the date hereof (the "Year"):

1. (i) As set forth in the chart below, the Owner designated the residential units in the Rental Project to be rent-restricted (within the meaning of Section 42(g)(2) of the Code) and occupied by individuals (the "Qualifying Tenants") whose income as of the first date of initial occupancy does not exceed the designated imputed income limitation. These units constitute the Qualified Group of Units in accordance with Section 42 of the Code and the average imputed income

limitation the Qualified Group of Units is 60 percent or less of the Area Median Gross Income.

Unit Number	Building Address	Designated Imputed Income Limitation of the Unit
D		

(Add more lines as needed)

(ii) As set with in the chart below, the Owner changed the imputed income limitation of a previously designated unit in accordance with the requirements of Section 42 of the Code and the City's public written guidance, if any.

Unit Number	Building Address	Previous Imputed	New Imputed
		Income Limitation	Income
	0/	Designation of the	Limitation
	4	Unit	Designation of
			the Unit
	0,		
	4		
		17,	_
,		<i>y</i>	

(Add more lines as needed)

- 2. there was no change in the applicable fraction (as defined in Section 42(c)(1)(B) of the Code) of any building in the Rental Project, or if there were any such changes, attached hereto as <u>Schedule II</u> is a true and complete description of all such changes;
- 3. the Owner has received an annual income certification from each Qualifying Tenant in substantially the form attached hereto as <u>Schedule III</u> or in such other form as shall have been approved by the City (for a Qualifying Tenant receiving Section 8 housing assistance payments, such documentation may be a statement from the Chicago Housing Authority to the Owner declaring that the Qualifying Tenant's income does not exceed the applicable income limit under Section 42(g) of the Code), and the Owner assisted each of the Qualifying Tenants in completing the Tenant Income Certifications if necessary;

- 4. each Tax Credit Eligible Unit in the Rental Project was rent-restricted (within the meaning of Section 42(g)(2) of the Code);
- 5. all of the units in the Rental Project were for use by the general public and used on a non-transient basis (except for units used for transitional housing for the homeless provided under Section 42(i)(3)(B)(iii) of the Code, all of which units complied with the applicable requirements of Section 42 of the Code and the hereinafter defined Tax Credit Regulations);
- 6. each building in the Rental Project was suitable for occupancy, taking into account the health, safety and building codes of the City;
- there was no change in the "eligible basis" as defined in Section 42(c) of the Code (the "Eligible Basis") of any building in the Rental Project, or if there were any such changes, attached hereto as <u>Schedule IV</u> is a true and complete description of the nature of all such changes;
- 8. all tenant facilities included in the Eligible Basis of any building in the Rental Project, such as swinning pools, other recreational facilities and parking areas, were provided on a comparable basis to all tenants in such building;
- 9. if a Tax Credit Eligible Unit became vacant during the Year, reasonable attempts were or are being made to rent such Tax Credit Eligible Unit or the next available residential unit in the Rental Project of a comparable or smaller size to one or more Qualifying Tenants before any residential units in the Rental Project were or will be rented to tenants who are not Qualifying Tenants;
- if after the first date of initial occupancy the income of any Qualifying Tenant increased above 140% of the applicable income limit described in (1) above, the next available residential unit in the Rental Project of a comparable or smaller size was or will be rented to one or more Qualifying Tenants (the "Next Available Unit"); provided however, that any such Next Available Unit, if previously designated as a Low Income Unit continues to meet the Imputed Income Limitation previously designated to it, and if not previously so designated, is designated at an Imputed Income Limitation such that the average of all Imputed Income Limitations of Low Income Units does not exceed 60% of AMGI.; and
- 11. the Regulatory Agreement constitutes an "extended low-income housing commitment" as defined in Section 42(h)(6) of the Code and was in effect.
- (c) Any savings realized in a construction line item of the Rental Project were either dedicated to the benefit of the Rental Project through enhancement of the Rental Project, or resulted in a decrease of the Rental Project's Eligible Basis for purposes of calculating the Tax Credits for which the Rental Project qualifies, and except as disclosed to and

approved by the City, no amounts paid or payable to the Owner as developer fees exceeded the amount set forth in the Owner's original application for the Tax Credits and such fees will not be increased without the consent of the City.

- (d) The Rental Project constitutes a "qualified low-income housing project" as defined in Section 42 of the Code and the Tax Credit Regulations.
- (e) All of the <u>Schedule I</u> is attached hereto constitute a true, correct and complete schedule showing, for the Year, the rent charged for each Tax Credit Eligible Unit in the Rental Project and the income of the Qualifying Tenants in each Tax Credit Eligible Unit.
- (f) None of the incomes of the Qualifying Tenants exceeds the applicable limits under Section 42(g) of the Code.
- The Rental Project is in compliance with all of the currently applicable requirements of the Regulatory Agreement, Section 42 of the Code, the applicable Treasury regulations under Section 42 of the Code (the "Tax Credit Regulations") and the City's Housing Tax Credit Allocation Plan pursuant to which the Tax Credits were allocated (the "Plan"). The Owner will take whatever action is required to ensure that the Rental Project complies with all requirements in posed by the Regulatory Agreement, Section 42 of the Code, the Tax Credit Regulations, and, if applicable, the Plan during the periods required thereby.

The Owner shall retain, for the periods required under the Plan and 26 C.F.R. Section 1.42-5(b), as from time to time amended and supplemented, 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 Rental Project at reasonable times, and all tenancy-related documents to determine continued compliance of the Rental Project with all applicable requirements.

- 6. No litigation or proceedings have been threatened or are pending which may affect the interest of the Owner in the Rental Project or the ability of the Owner to perform its obligations with respect thereto, except as disclosed on <u>Schedule V</u> attached he etc.
- 7. The Owner 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. The Owner has not demolished any part of the Rental Project or substantially subtracted from any real or personal property of the Rental Project or permitted the use of any

residential rental unit for any purpose other than rental housing. The Owner has used its best efforts to repair and restore the Rental 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 Rental Project in accordance with the terms of the Regulatory Agreement.

- 9. The Owner is in possession of all records which it is required to maintain pursuant to the terms of the Regulatory Agreement, Section 42 of the Code, the Tax Credit Regulations and, if applicable, the Plan, as well as any additional records which the City has determined to be necessary to the compliance and administration of the Rental Project.
- 10. The Owner 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 Owner shall continue to cooperate with the City and furnish such documents, reports, exhibits or showings as are required by the Regulatory Agreement, Section 42 of the Code, the Tax Credit Regulations, the Plan (if applicable) and the City or the City's counsel.
- 11. The Owner 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 Owner 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 Owner is unable to make any representation or warranty set form above, the Owner must immediately contact the City and inform the City of the reason that the Owner is unable to make such representation or warranty.

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

C. INDEMNIFICATION

The Owner 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 Owner's responses or documents provided pursuant to the terms of this Annual Owner's Certification including breaches of the representations and warranties herein contained.

COOK COUNTY CLERK OFFICE
ALCORDING DIVISION
- 1.3 M. CLARK ST. ROOM 120
GHICAGO, IL GC603-4327

COUNTY CLERK DEFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL COCO2-1327

IN WITNESS WHEREOF, the Own day of,		er's Certification this
	OWNER:	
	By: Its:	
Subscribed and sworn to before me this day of,		
Notary Public	(SEAL)	·
J-Ox		
	204	
	C99% COUNTY OF ERVI	EEICE

COCK COUNTY CLERK OFFICE HECORDING DIVISION 118 N. CLARK ST. ROOM 120 CHICAGO, IL 60561, 4387

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

SCHEDULE I

Owne	r:
Mailir	ng Address:
Date o	of Regulatory Agreement:
Rental	Project Name and No.:
Buildi	ng Address:
Buildi	ng Identification Number:
****	******
1.	Is the date of the attached Armeal Owner's Certification prior to the start of the Compliance Period for this Building?
	Yes No [check one]. 'f"Yes," do not complete (2) or (3) but go directly to (4). If "No," proceed to (2).
2.	Is the date of the attached Annual Owner's Cartification later than the first October 1 following the end of the Compliance Period for this Building? Yes No [check one]. If "Yes," do not complete (3) but go directly to (4). If "No," proceed to (3).
3.	(a) Tax Credits Assigned to this Rental Project:
(b) N	Jumber of Residential Rental Units in this Building:
	Studios 1 Br 2 Br 3 Br 4 Br 5 or more Br
(c)	Total Square Feet of space contained in Residential Rental Units in this Building:
(d)	Total Number of Residential Rental Units rented to Tax Credit Eligible Families:
	Studios 1 Br 2 Br 3 Br 4 Br 5 or more Br
(e)	Total Eligible Basis of this Building:

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(f)	Amount reduced du	ue to receivin	g a federal grant or for a	ny other reason: (If applicable)
(g)	Total Qualified Bas	sis of this Bui	ilding:	
4. ——	(a) Note utilities pa	aid by tenants	3:	<u></u>
(b)	Note utilities paid b	by Owner for	which tenants reimburse	e Owner:
	9	O _j c		
(c)	For each Residentia		t in the Rental Project, pr	rovide the following:
<u>Unit</u>	<u>Br</u>	Rent	Family's Income	Family Size
				Office Co.

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<u>OTH</u>	<u>ER UN</u>	<u>ITS</u> :		
<u>Unit</u>	<u>Br</u>	Rent	Family's Income	Family Size
	<u>.</u>			
	0			-
	10	0		
		9)_	
			C	
			94	
ince t Certifi	he filing cation is	g of the prev s the first A	redit Eligible Unit in the building ious Annual Owner's Certification filed from the amounts projected du	on, or, if this Annual Owner's with respect to such building ring the construction period?
		Y	es No _	20/4/
f Yes,	please	provide deta	ails.	75
.				
				Co
	cupy suc		gible Units in this building are neetime of the last Annual Owner	

5.

6.

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	· · · · · · · · · · · · · · · · · · ·		
6			
Owner's Certificat	tion or if this report is	been evicted since the time the first Annual Owner's rent-up of this building?	
respect to tims our	5	-	
	Yes	No	
If Yes, please prov	ride details.		
	0/		
		C	
		40%	
Has any legal or a	lministrative action h	een instituted by any Tax	Credit Fligible F
against the Owner		cent instituted by any rax	Credit Engloic 1
	Yes	No	T.6
If Yes, please prov	ride details.		0,50

SCHEDULE II

CHANGES IN APPLICABLE FRACTION.

- COOK COUNTY CLERK JETTICE 116 N. CLARK ST. ROOM 120 La.Caud, IL 60602-1337

COOK CONTY CLERK OFFICE

W.CORDING DIVISION

CLARK ST. ROOM 120

"GOEOL 1237 COOK CU.

PLOORDING DIVISIU.

JIB N. CLARK ST. ROOM 120

CHICAGO, IL GUEUX. 1327

118 N. CLARK ST. ROOM 120 CHICAGO, IL 60602-1337

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SCHEDULE III

TENANT INCOME CERTIFICATION (TIC)

See attached.

CONTROLLER OFFICE
RECORDING PARISION
118 N. CLARK ST. RODM 120
CHICAGO, A. 2015. Chil

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL EGEO2-1327

COOK COUNTY CLERK OFFICE RECORDING DIVISION 118 N. CLARK ST. ROOM 120 112 NGO, IL 6G602-1387

CERTIFICATION/RECERTIFICATION





TENANT INCOM ☐ Initial Certification ☐ Recertification			Effective Da	te:	
•			Move-in Dat		
	PART I. DE	EVELOPMENT DAT	(MM/DD/YYY) A	Y)	
Property Name:		_ TC	#:		
		City:			
BIN #:	County:	Unit Num	ber:	# Bedrooms	s:
		SEHOLD COMPOSIT	TION_		
HH First Name First Name	st Name & Middle Initial	Relationship to Head of Household HEAD	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)	Social Security or Alien Reg. No.
2	0.~	TIL/(D	· · · · · · · · · · · · · · · · · · ·		
3					
4	0				
6					
7	1	\mathbb{C}			
PART III.	GROSS ANNUAL	INCOME (USE ANN	IIIAL AMOUNT	(2)	
HH (A) Mbr # Employment or Wages	(B) Soc. Security/P	77x	(C)		(D) er Income
			7		
			0.		
			4		
TOTALS \$	\$	\$	- 6	\$	
Add totals from (A) through (D), abo	ve	TOTAL	INCOME (E):	\$ /Sc.	
HH (F)		COME FROM ASSE	TS	70	(1)
Mbr # Type of Asset	(G) C/I	(H) Cash Value	of Asset	Annuai In	(I) come from Asset
Enter Column (H) Total	TOTALS: Passbook Rate	<u> </u>		\$	
If over \$5000 \$	X Currently 2.00		Imputed Income	\$	
Enter the greater of the total of column I, or J:	imputed income T	TOTAL INCOME FROM	M ASSETS (K)	\$	
(L) Total Annual	Household Incom	e from all Sources [A	Add (E) + (K)	\$	

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PART V. DETERMINATION OF INCOME ELIGIBILITY				
			•	RECERTIFICATION ONLY:
	CHOLD INCOME ALL SOURCES: tem (L) on page ! \$		Household Meets Income Restriction at:	Current Income Limit x 140%:
			☐ 60% ☐ 50%	Household Income exceeds 140% at
			☐ 40% ☐ 30%	recertification:
Current Income Limi	t per Family Size: \$		Other%	☐ Yes ☐ No
Household Income at Move-in: \$		Household Size at Move-in:		
		PART VI. REI	NT	
	Tenant Paid Rent \$	· ·	Rent Assistance:	\$
	Unlity Allowance \$		Other non-optional char	ges: \$
	ENT (OF UNIT:		Unit Meets Rent Restric	ction at:
(Tenant paid rent plus Ut other non-	optional charges) \$		□60% □ 50% □	40%
	Limit for this unit:	·		
(as of recertification		A DEL SUIT. CONTIDENT	OF A PERIO	
	1	ART VII. STUDENT	SIATUS	
ARE ALL OCCUPANTS FUL)	Enter 1-5	student explanation* httach documentation)	*Student Explanation: I TANF assistance 2 Job Training Program 3 Single parent/dependent child 4 Married/joint return 5 Former Foster Child
	<u> </u>	PART VIII. PROGRA	AM 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	ь. номе 🗖	c. Tax Exempt	d. AHDP	e. Other
See Part V above.	Income Status	Income Status □ ≤ 50% AMGI □ ≤ 60% AMGI □ ≤ 80% AMGI □ OI**	Income Status □ ≤ 50% AMGI □ ≤ 80% AMGI □ OI**	Ir come Status
** Upon recertification,				ments of the program(s) marked above.
PART IX. HOUSEHOLD DEMOGRAPHIC				
HH Race Code I 2 3 4 5 6 7	Disabled? (Y/N) 1 2 3 4 5 6	Race Code White Black/African Ameri American Indian/Ala Asian Native Hawaiian/oth Other	ska Native 2	Ethnicity Code Hispanic or Latino Not Hispanic or Latino

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HOUSEHOLD CERTIFICATION & SIGNATURES

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

Signature	(Date)	Signature	(Date)
Signature	(Date)	Signature	(Date)
	SIGNATURE OF O	WNER/REPRESENTATIVE	
Income Certification is/are eligible	under the provisions of Section 42	ntation required to be submitted, the indiv 2 of the Internal Revenue Code, as amend f applicable) to live in a unit in this Projection	ed, the Land Use Restriction
Agreement (11 applicable), and Sect	ion 1002 Program equirements (i	i applicable) to live in a unit in this Proje	ct,
SIGNATURE OF OWNER/REPRÉ	ESENTATIVE DATE	Co	
		County Clark's	
		75	

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UNOFFICIAL COPY 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

IPS Form 8609).

TC# Enter the Lex 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 occuprant.

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 3 (ex 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 critication. 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 that 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 <u>must</u> 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

Enter the Current Move-in Income Limit for the household size.

Size

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Household income at move-in Household size at move-in

UNCEFFICATIONS CALL ENGLISH HOUSE FROM the move-in

certification. On the adjacent line, enter the number of household members from the

move-in certification.

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 <u>must</u> be listed in the box to the right. If nor e of the exemptions apply, the household is ineligible to rent the unit.

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 indicting 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 indicting the household's designation.

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^{*}Full time is determined by the school the student attends.

Other

If the property participates in any other affordable flouring 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 IV

CHANGES IN ELIGIBLE BASIS

CONTINUE DIVISION

1.8 A. CLARK ST. RUDRA 120

CHICKLO, J. LOOJ. LULY

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL GOEDZ-1337

COUNTY CLERK OFFICE CORDING DIVISION

THE CLARK ST. ROOM 120

SCHEDULE V

LITIGATION SUMMARY

JOX COUNTY CLERK OFFICE LUCHDING DIVISION 218 N. CLARK ST. ROOM 120 CHICAGO, IL SUBOL 1327

A WALL COOK COUNTY CHIRK OFFICE LECORDING DIVISION 118 N. CLARK ST. ROOM 120 Clark's Office CHICAGO, IL 80602-1327

COUX CUUNTY CLEAR DA ACE RECORDING DIVISION 229 N. CLARK ST. ROOM 120 C CAGO, IL 00902-2287

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 Rental Project is a covered housing program; and
- Owner is a covered housing provider.

DOH and the Owner agree as fellows:

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 Owner 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 Tax Credit Regulations, the program-specific regulations shall govern.

Where assistance is provided under more than one covered housing program 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.

"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. oun Coun

Emergency Transfer Plan

The Owner 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 Owner's Plan to DOH for DOH's prior written review, and
- adopted the Owner's Plan.

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

The Owner 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 otherwise specified by DOH. Requests and outcomes of such requests must be reported to HUD annually.

Owner covenants neither to begin marketing to attract applicants nor to commence applicationtaking until after both of the following have occurred:

- the Owner's Emergency Transfer Plan has been adopted, and

- the City has provided Owner the language translations referred to below.

Notification Rights.

For the Project Term, Owner 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 Owner 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 Owner 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 Owner such translation),

at *each* of the following times:

- at the time of application for a Tax Credit Eligible Unit AND either (i) the time of admission to a Tax Credit Eligible Unit or (ii) the time of denial of admission to a Tax Credit Eligible Unit, and
- at the time of notification of eviction from a Tax Credit Fligible 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

For the Project Term, the Owner 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 Owner 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 cornestic violence, dating violence, sexual assault or stalking.

For the Project Years, the Owner 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 Owner 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, Owner shall make a good faith attempt to utilize eviction or assistance termination only when there are no other actions that could be taken by O v ner 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 prince 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 taked on stereotypes, but must be tailored to particularized concerns about individual residents.

Emergency Transfer Rights

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

- notifying the Owner'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.

Upon receiving an emergency transfer request that meets these requirements, the Owner must implement its Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking to determine whether the Owner 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 engency transfer under 24 CFR 5.2005(e).

To the extent possible under the VAWA Regulations, the Owner 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 Partal Project.

Lease Bifurcation

If a family living in a Tax Credit Eligible 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 Owner 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 Owner 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 Tax Credit Eligible Units at the Rental Project or other Tax Credit Engible Units at other projects elsewhere in the City, and for the Owner to bear the costs of any transfer, where permissible.

The Owner must notify DOH before the Owner bifurcates any lease or provides notification of eviction to the tenant.

The Owner 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 Owner, and if the individual who was evicted or for whom assistance was terminated was the eligible tenant, the Owner 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 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 Owner may extend the 90-calendar-day period up to an additional 60 calendar days, unless prohibited from doing so by statutory requirements of the program or unless the time period would extend beyond expiration of the lease.

Limitations of VAWA Protections

The Owner retains a number of rights and responsibilities under the lease, including:

- complying with court orders that relate to the right of access to the Tax Credit Eligible Unit under civil pretection 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 Owner can demonstrate that an actual and imminent threat to other tenants or those employed at or providing service to the ourlding would be present if that tenant or lawful occupant is not evicted or terminated from assistance.

Documenting Occurrences; Confidentiality

For the Project Term, if an applicant for a Tax Credit Eligible Unit or a tenant the ein informs the Owner that he or she is a victim of domestic violence, dating violence, sexual as sault, or stalking, the Owner 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 Owner, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be treated and maintained by Owner 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 Owner or any

persons within their employ (e.g., contractors) or in the employ of the Owner to have access to confidential information unless explicitly authorized by the Owner 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, Owner 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 nes 6.
E and the County Clark's Office data on the cutcomes of such requests), the performance of on-site compliance inspections at the Rental Project site, and the reporting of such data to HUD from time to time, pursuant to 24 CFR 91.520(e).

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 orientence. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that eversees 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 linsert 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 victence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of do nestic 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 abuse 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.

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 domes as 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 Yave 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 acusing 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 victence, 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.
- 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 statking has been committed (such as certification forms from two or more members of a nousthold each claiming to be a victim and naming one or more of the other petitioning nousehold 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 share a database or disclose your information to any other entity or individual. [insert name of housing p wider], 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.

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 circer 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 pro ection 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 80724 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 21e 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.

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

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

Attachment:

nent:

Certification form HUD- XXXXX [Appendix C below]

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 equest 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, he wever, 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 temperary 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 runter 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

[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 discourse 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

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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 Done tic 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 Horline 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 siglicing 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 aor restic violence, dating ine. violence, sexual assault, or stalking:

Chicago Domestic Violence Hotline – 877-863-6338

Chicago Rape Crisis Hotline – 888-293-2080