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[CDBG and Rental Rehab; no DOH tax credits]

[5/5/94]

This document prepared by
and when recorded return to:



Clara Rubinstern
Office of Corporation Counsel
Room 511
121 North LaSalle Street
Chicago, Illinois 60602

* LASALLE NATIONAL TRUST, N.A. DEPT-01 RECORDING

REGULATORY AGREEMENT

T:2222 TRAN 2375 05/23/94 16:06:00
40829 : REC: 4-74-460684
COOK COUNTY RECORDER

John THIS REGULATORY AGREEMENT entered into and effective this
day of May, 1994 (this "Regulatory
Agreement"), by and between the City of Chicago, Illinois (the
"City"), an Illinois municipal corporation, by and through its
Department of Housing ("DOH"), with offices at 318 South Michigan
Avenue, Chicago, Illinois 60604, and LaSalle National Bank, not
individually, but as successor trustee to Central National Bank
of Chicago (the "Trustee") under the trust agreement dated
December 28, 1970 and known as Trust No. 24161 (the "Trust") and
the sole beneficiary of the Trust, 5001 S. Drexel, Inc., an
Illinois corporation (the "Beneficiary") (the Beneficiary and the
Trustee being referred to herein collectively as the "Borrower").

WITNESSETH

DEPT-01 RECORDING \$117.50
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WHEREAS, DOH is an executive department of the City
established pursuant to Title 2 of the Municipal Code of Chicago,
Chapter 2-44, Section 2-44-010, which supervises and coordinates
the formulation and execution of projects and programs creating
safe, decent and affordable housing for residents of the City;
and

WHEREAS, the City has received an allocation of Community
Development Block Grant funds under Title I of the Housing and
Community Development Act of 1974, 42 U.S.C. §5301 et seq., as
from time to time amended, supplemented and restated, which
created the Community Development Block Grant ("CDBG") program;
and

WHEREAS, the City has programmed \$7,060,000 of CDBG funds
for its Multi-Family Loan Program in Program Year XIX ("Multi-
Family Program"), wherein acquisition and rehabilitation loans
are made available to owners of rental properties containing five
or more dwelling units located in low- and moderate-income areas;
and

WHEREAS, the City has received an allocation of \$2,441,000
of Rental Rehabilitation Program ("Rental Program") grant funds,

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Program Year VII pursuant to the hereinafter defined RRP Act, which program provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low- and moderate-income persons; and

WHEREAS, the City intends to loan \$1,340,751 of Multi-Family Program funds and \$613,200 of Rental Program funds (hereinafter collectively referred to as the "Loan") to the Borrower for the purposes set forth below, and has requested that DOH administer the Loan; and

WHEREAS, the Borrower will utilize the Loan proceeds to rehabilitate the building located at 5001 S. Drexel Boulevard, Chicago, Illinois, into 33 multi-family residential dwelling units (the "Project"), wherein one, two- and three-bedroom units shall be occupied by individuals, groups of unrelated individuals or families qualifying as Low-Income Families (as hereinafter defined); and

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

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

SECTION 1. DEFINITIONS AND INTERPRETATIONS.

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

"Affirmative Marketing Plan" shall mean the affirmative marketing plan submitted by the Borrower and approved by DOH, identifying those racial, ethnic and gender groups least likely to apply for housing in the Project, and specifying the commercial media, community contacts and other means to be used to attract such groups to the Project.

"Affordable Rent" shall mean the rent amounts determined by the City for rental housing pursuant to 24 C.F.R. §570.208(a)(3), as may be adjusted for unit size.

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

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"Borrower" shall mean, initially, 5001 S. Drexel, Inc., an Illinois corporation, and at any subsequent time of reference, the Person or Persons, if any, who shall succeed to the legal or beneficial ownership of all or any part of the Project.

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

"CDBG" shall mean the Community Development Block Grant program created under the CDBG Act.

"CDBG Act" shall mean the Housing and Community Development Act of 1974, 42 U.S.C. §5301 et seq.

"CDBG Funds" shall mean Community Development Block Grant funds awarded by HUD under the CDBG Act.

"Certificate re Owner and Contractor" shall mean the certificate from the Borrower in substantially the form set forth in Exhibit B attached hereto and hereby made a part hereof, as the same may be amended from time to time.

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

"Completion Date" shall mean the date as of which all necessary rehabilitation work has been performed and the Project in HUD's judgment complies with the requirements of the Multi-Unit Rehabilitation Construction Guidelines of DOH, and as of which the final disbursement of Loan proceeds derived from RRP Funds for the Project shall have been made, and as of which a project completion report has been submitted and processed in the cash and management information system prescribed by HUD.

"Davis-Bacon Act" shall mean 40 U.S.C. Section 276a-5.

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

"Family" shall have the meaning assigned to such term in 24 C.F.R. Section 812.2.

"First Reporting Date" shall mean the first January 1 following completion of rehabilitation of the Project.

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

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

"Last Reporting Date" shall mean the first January 1

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following the end of the Project Term.

"Loan" shall mean a loan by the City to the Borrower in the principal amount of \$1,953,951 for financing a portion of the costs of the Project.

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

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

"Low-Income Families" shall mean and include Families whose annual income does not exceed 80% of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.

"Low-Income Project" shall mean the 33 units in the Project financed with CDBG Funds and RRP Funds and required to be occupied by Low-Income Families.

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

"Multi-Family Program" shall mean the Multi-Family Loan Program of DOH.

"People" shall have the meaning assigned to such term in Section 2.22 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.

"Project" shall mean the low-income housing development erected or to be erected on real property located within the City and legally described on Exhibit A hereto.

"Project Term" shall mean the number of years during which the Project must comply with this Regulatory Agreement. The Project Term shall begin on the date hereof and shall continue, except as provided in Sections 2.16, 2.17 and 5.2 hereof, through and including the Termination Date, and shall end on the Termination Date.

"RRP Act" shall mean Section 17 of the United States Housing

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Act of 1937, 42 U.S.C. §1437o et seq.

"RRP Funds" shall mean the Rental Rehabilitation Program funds awarded by HUD under the RRP Act.

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

"Rental Program" shall mean the Rental Rehabilitation Program created under the RRP Act.

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

"Senior Lender" shall mean Harris Trust and Savings Bank located at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns.

"Senior Loan" shall mean a loan by the Senior Lender to the Borrower in the principal amount of \$720,000 for financing a portion of the costs of the Project.

"Senior Mortgage" shall mean that certain Construction Mortgage, Security Agreement and Financing Statement dated as of _____, granted by the Borrower to the Senior Lender and securing repayment of the Senior Loan.

"State" shall mean the State of Illinois.

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

"Termination Date" shall mean the earlier of (a) a Foreclosure Date or (b) the Repayment Date.

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

"Very Low Income Family" shall mean any Family whose adjusted annual income does not exceed the Very Low Income Limit.

"Very Low Income Limit" shall mean 50% of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.

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

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

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

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

2.2 The Project shall consist of residential units, together with facilities functionally related and incidental thereto, and which units are similar in quality and type of construction and amenities.

2.3 Each unit in the Project shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation.

2.4 None of the units in the Project shall at any time be used on a transient basis, and neither the Project nor any portion thereof shall ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court.

2.5 The units in the Project shall be made available for lease by members of the general public and the Borrower shall not give preference in renting units in the Project to any particular class or group of individuals other than Low-Income Families as provided herein. No preference in tenant selection for the Project will be given to elderly or handicapped individuals or Families.

2.6 (a) Each building in the Project shall consist of the following unit configuration:

(i) Building Address: 5001 S. Drexel Boulevard

<u>Number of Bedrooms</u>	<u>Number of Units</u>
1	6
2	13
3	14

(b) Prior to rehabilitation, each building in the Low-Income Project consists of the following unit configuration:

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(i) Building Address: 5001 S. Drexel Boulevard

Number of Bedrooms

Number of Units

1	6
2	13
3	14

(c) After the Completion Date, each building in the Low-Income Project shall consist of the following unit configuration for Low-income Family households:

(i) Building Address: 5001 S. Drexel Boulevard

Number of Bedrooms

Number of Units

1	6
2	13
3	14

2.7 The Borrower shall not convert any units in the Project to condominium ownership or to any form of cooperative ownership that is not eligible to receive CDBG Funds or RRP Funds from HUD.

2.8 The Borrower shall not discriminate against prospective tenants on the basis (a) of their receipt of, or eligibility for, housing assistance under any federal, State or local housing assistance program, (b) that they have a minor child or children who will be residing with them, or (c) of familial status.

2.9 All of the units described in Section 2.6 hereof shall be, after completion of the rehabilitation of the Project, and shall remain suitable for occupancy.

2.10 All of the units in the Low-Income Project shall be leased only to tenants who are Low-Income Families at the time of initial occupancy by such Low-Income Families.

2.11 The rent charged each month for any unit in the Low-Income Project shall not exceed at any time the Affordable Rent for such unit.

2.12 The Borrower shall include in leases for all units provisions which authorize the Borrower to immediately terminate the tenancy of any tenant who misrepresented any fact material to the tenant's qualification as a Low-Income Family.

2.13 All tenant lists, applications, and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Borrower which is unrelated to the Project, shall be maintained, as required by the City, in a reasonable condition for proper audit and subject to

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examination during business hours by representatives of the City and HUD. If the Borrower employs a management agent for the Project, the Borrower shall require such agent to comply with the requirements of this Regulatory Agreement and shall include such requirements in any and all management agreements or contracts entered into with respect to the Project.

2.14 All tenant leases shall be written, shall be for a period of not less than six months, shall be in conformity with all applicable laws, including without limitation the City of Chicago Residential Landlord and Tenant Ordinance, and, with respect to units in the Low-Income Project, shall contain clauses, *inter alia*, wherein each individual lessee: (i) certifies the accuracy of the statements made in the Tenant Certification and (ii) agrees that the Family income and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy, that he/she will comply with all requests for information with respect thereto from the Borrower, the City or HUD, and that the failure to provide accurate information in the Tenant Certification or refusal to comply with a request for information with respect thereto shall be deemed a substantial violation of an obligation of his/her tenancy.

2.15 The Borrower shall permit and shall cause any management agent for the Project to permit, during normal business hours and upon reasonable notice, any duly authorized representative of the City or HUD to inspect any books and records of the Borrower or such agent regarding the Project with respect to the incomes of Low-Income Families residing as tenants in the Low-Income Project or which pertain to compliance with the provisions of this Regulatory Agreement, the RRP Act, the CDBG Act or regulations under either of said Acts. The Borrower shall permit, and shall cause any management agent for the Project to permit, the City, HUD and/or their agents to inspect the Project at all reasonable times and access thereto shall be permitted for that purpose.

2.16 The Borrower shall obtain and maintain on file during the Project Term a sworn and notarized Tenant Certification with respect to each and every individual, group of unrelated individuals or Family who is intended to be a tenant in the Low-Income Project, signed by the tenant or tenants (i.e., the individual or individuals whose name or names appear on the lease) and obtained by the Borrower (a) prior to such tenant or tenants occupying the unit or signing a lease with respect thereto, and (b) thereafter at least annually so long as such individual, individuals or Family remain as tenants in the Low-Income Project. Each Tenant Certification shall be kept on file with the Borrower until three years after the end of the Project Term; this covenant shall survive beyond the Termination Date. The Borrower shall assist each of the tenants in the Low-Income Project in completing the Tenant Certification by referring to the instructions on Exhibit C to Schedule I hereto.

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2.17 The Borrower agrees that it will take any and all actions required by the City to substantiate the Borrower's compliance with the restrictions set forth herein, including, but not limited to, submitting to the City an Annual Owner's Certification executed by the Borrower, commencing on the First Reporting Date and on each January 1 thereafter through and including the Last Reporting Date. This covenant shall survive beyond the Termination Date.

2.18 The Borrower shall provide to the City a tenant profile (in the form provided to the Borrower by DOH) for each Low-Income Family for each unit in the Low-Income Project within 30 days after such unit is leased to such tenant(s) (or, for units occupied by Low-Income Families as of the date hereof, within 30 days from the date hereof). For each unit in the Low-Income Project, promptly after the first leasing of such unit after the completion of rehabilitation of the Project, the Borrower 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 rehabilitation, (b)] the tenants moving into such unit initially after completion of rehabilitation of the Project, and [(b)] [(c)] the applicants for tenancy of such unit within 90 days following completion of rehabilitation of the Project. For each subsequent leasing of the unit, the Borrower shall provide the City, unless prohibited by law, with data on the racial, ethnic, gender and income-level characteristics of each tenant moving into the unit.

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

2.20 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 Project. The Borrower shall cause the Project to comply at all times with the Chicago Fair Housing Ordinance, Section 5-8-010 et seq. of the Municipal Code of Chicago.

2.21 During the Project Term, the Project shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u), and implementing regulations at 24 C.F.R. Part 135, to the effect that: (a) to the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of the Project be given to low-income individuals residing within the City, and (b) to the greatest extent feasible, contracts for work to be performed in connection with the Project be awarded to business concerns, including but not limited to individuals or firms doing business in the fields of planning, consulting, design, architecture, building construction, rehabilitation, maintenance or repair, which are located in or owned in substantial part by individuals residing in the City.

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2.22 The Borrower shall take all reasonable steps to minimize the displacement of Families, individuals, businesses, not-for-profit organizations and farms (herein for the purposes of this paragraph collectively called "People") as a result of the Project. If displacement of People does occur as a result of the Project, the Borrower shall comply with the requirements of 24 C.F.R. Sections 511.14 and 570.606, with respect to, among other things, temporary and permanent relocation of displaced People. The Borrower shall provide or cause all "displaced persons" (as defined in 24 C.F.R. Sections 511.14 and 570.606) to be provided with relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), 42 U.S.C. Section 4601 et seq., and 49 C.F.R. Part 24, and shall cause all such "displaced persons" to be advised of their rights under the Fair Housing Act, 40 U.S.C. Section 3601 et seq.

2.23 The acquisition of the real property on which the Project is located is subject to the requirements of the URA and the requirements of 49 C.F.R. Part 24, Subpart B.

2.24 The Project shall constitute HUD-associated housing for purposes of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4821 et seq.), and comply with the requirements thereof and of 24 C.F.R. Sections 511.15 and 570.608, including without limitation the requirements of notice to tenants, prohibition of the use of lead-based paint and for the elimination of the hazards of lead-based paint. Any lead-based paint and defective paint debris shall be disposed of in accordance with applicable federal, State or local requirements.

2.25 Any contracts for the rehabilitation of the Project shall contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act, will be paid to all laborers and mechanics employed in the rehabilitation of the Project. All such contracts shall also be subject to the Contract Work Hours and Safety Standards Act, 40 U.S.C. Sections 327-332, the regulations promulgated in connection therewith and with the Davis-Bacon Act, and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. Notwithstanding the foregoing, the requirement of this Section with respect to the payment of prevailing wages shall not apply to volunteers in accordance with 24 C.F.R. Part 70.

2.26 The Borrower shall obtain and maintain flood insurance for the Project if the Project is located in an area which is identified by the Federal Emergency Management Agency as having special flood hazards.

2.27 The Beneficiary is not a primarily religious organization nor is it controlled by a primarily religious

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organization and the Project will be used solely for secular purposes.

2.28 The Borrower has not and shall not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

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

2.30 The Project shall remain in private ownership and in primarily residential rental use (i.e., at least 51% of the rentable floor space of the Project will be used for residential rental purposes after rehabilitation) unless the Project is sold to another private owner who agrees to continue to manage the Project in accordance with the requirements of the Rental Program for the remainder of the Project Term, or a hardship exception is approved by the City for reasons that occur after the Completion Date.

2.31 For every unit in the Project which is not rented to a Low-Income Family with housing assistance provided by a Public Housing Agency (as defined in 24 C.F.R. 5511.2), the Borrower shall comply with affirmative marketing requirements established by DOH from time to time, including the following:

- (a) based on the Affirmative Marketing Plan, advertise in pre-identified commercial media, contact pre-identified churches, community groups and other agencies, and undertake other means to inform targeted groups of the availability of such units in the Project;
- (b) display conspicuously HUD's fair housing poster wherever rentals and showings of such units take place;
- (c) provide DOH upon request with an annual report describing the Borrower's affirmative marketing activities with respect to the Project, including a description of the Borrower's outreach efforts (including copies of all advertisements and brochures) and, unless prohibited by law, a record of the racial/ethnic/gender characteristics of all individuals who look at units in the Project, those who apply for leases for such units, and those who actually sign such leases; and

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- (d) maintain records of affirmative marketing efforts with respect to the leasing or re-leasing of each such unit to be made available for review by DOH for a period equal to the Project Term.

2.32 The Borrower hereby acknowledges and affirms that it has reviewed the provisions of, and that the Project shall during the Project Term be in compliance with, each of the following: (a) the requirements of the Fair Housing Act, 42 U.S.C. §3601 et seq., and implementing regulations at 24 C.F.R. Parts 100, 106 and 109; Executive Order 11063, as amended by Executive Order 12259 (3 C.F.R., 1958-1963 Comp., p.652 and 3 C.F.R., 1980 Comp., p.307) (Equal Opportunity in Housing) and implementing regulations at 24 C.F.R. Part 107; and Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and implementing regulations at 24 C.F.R. Part 1; (b) the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. §6101 et seq., and the implementing regulations at 24 C.F.R. Part 146; (c) the prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, and implementing regulations at 24 C.F.R. Part 8; (d) the requirements of Executive Order 11246 (3 C.F.R., 1964-1965 Comp., p.339) (Equal Employment Opportunity) and the regulations issued under such Order at 41 C.F.R. Chapter 60; and (e) the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u, and implementing regulations at 24 C.F.R. Part 135.

2.33 The rehabilitation of the Project shall not cause the displacement of any Very Low Income Family by a Family that is not a Very Low Income Family.

2.34 The Borrower has provided to the City a fully executed and completed Certificate re Owner and Contractor as of the date hereof.

SECTION 3. RELIANCE.

The City and the Beneficiary hereby recognize and agree that the representations and covenants set forth herein made by the City and the Beneficiary, respectively, may be relied upon by the Beneficiary and the City, respectively. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Beneficiary and Low-Income Families and upon audits of the books and records of the Beneficiary pertaining to occupancy of the Project. In addition, the City may consult with counsel and the opinion of such counsel shall be evidence that such action or failure to act by the City was in good faith and in conformity with such opinion. The City and the Beneficiary agree that it is the Beneficiary's responsibility to determine that each potential tenant in the Low-Income Project qualifies as a Low-Income Family, and that in making each such determination, the Borrower shall exercise due diligence.

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SECTION 4. SALE OR TRANSFER OF THE PROJECT.

The Borrower hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project, or any portion thereof (including without limitation, a transfer by assignment of any beneficial interest under a land trust), or to violate any provision of the Mortgage relating to prohibitions on sales or transfers of the Project or any interest therein (whether or not the Mortgage remains of record), at any time during the Project Term, except as expressly permitted by the City. The Borrower hereby agrees and covenants that no portion of any building to which this Regulatory Agreement applies shall be transferred to any Person unless all of such building is transferred to such Person. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this Section 4 shall be null, void and without effect, shall cause a reversion of title to the Borrower or any successor or assignee of the Borrower last permitted by the City, and shall be ineffective to relieve the Borrower or such successor or assignee, as applicable, of its obligations hereunder.

SECTION 5. TERM.

5.1 This Regulatory Agreement shall become effective upon its execution and delivery. Subject to Sections 2.16, 2.17 and 5.2 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 Notwithstanding any other provision herein to the contrary, the covenants and restrictions contained in Sections 2.7, 2.8, 2.30, 2.31 and 2.32 hereof shall not cease prior to the tenth anniversary of the Completion Date.

SECTION 6. ENFORCEMENT.

6.1 If a violation of any of the foregoing representations or covenants occurs or is attempted, and such occurrence or attempt is uncorrected for a period of 30 days after notice thereof from the City to the Borrower (provided, however, that if any such occurrence or attempt cannot reasonably be cured within said 30-day period and if the Borrower shall have commenced to cure such occurrence or attempt within said 30-day period and shall thereafter continue diligently to effect such cure, then said 30-day period shall be extended to 60 days upon written request from the Borrower to the City delivered during such 30-day period, and upon further written request from the Borrower to the City delivered during such 60-day period, said 60-day period shall be extended to 90 days; provided further, however, that the

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City shall not be precluded during any such periods from exercising any remedies hereunder if the City shall receive a request or notice from HUD to do so or if the City shall determine that the continuation of such uncorrected occurrence or attempt shall result in any liability by the City to HUD, the City and its successors and assigns, without regard to whether the City or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by the Borrower of its obligations hereunder, or may declare an event of default under the Loan Documents and exercise its rights thereunder, including without limitation foreclosure under the Mortgage. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recovery for the continuation or repetition of such breach or violations 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 Borrower.

6.3 To the extent permitted by law, all individuals who are or may qualify as Low-Income Families with respect to the Project (whether as prospective, present or former tenants of the Project) (the "Permitted Tenants") shall have the right to enforce in any court of the State the requirement of Section 2.10 hereof.

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

SECTION 7. RECORDING AND FILING.

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

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SECTION 8. COVENANTS TO RUN WITH THE LAND.

The Borrower hereby subjects the Project to the covenants, reservations and restrictions set forth in this Regulatory Agreement. The City and the Borrower hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall, throughout the Project Term, be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Borrower's successors in title to the Project throughout the Project Term. The Borrower hereby covenants to include the requirements and restrictions contained in this Regulatory Agreement in any documents transferring any interest in the Project to another Person in order that such transferee has notice of, and is bound by, such restrictions, and to obtain from any transferee the agreement to be bound by and comply with the requirements set forth in this Regulatory Agreement; provided however, that each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein (including, without limitation, any transfer of a beneficial interest in a land trust or a portion thereof) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

SECTION 9. GOVERNING LAW.

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

SECTION 10. AMENDMENTS.

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

SECTION 11. 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;

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(b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested.

IF TO CITY: City of Chicago, Illinois
c/o Department of Housing
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Commissioner

WITH COPIES TO: Department of Finance
City of Chicago
121 North LaSalle Street, Room 501
Chicago, Illinois 60602
Attention: Comptroller

and

Office of the Corporation Counsel
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

IF TO BORROWER: 5001 S. Drexel, Inc.
c/o Miller and Ferguson
9415 South State Street
Chicago, Illinois 60619

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

SECTION 12. 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 13. COUNTERPARTS.

This Regulatory Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all

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of which, taken together, shall constitute one and the same Regulatory Agreement.

SECTION 14. EFFECTIVE DATE.

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

SECTION 15. RIGHT TO INSPECT.

The Borrower agrees that the City shall have the right to perform an on-site inspection of the Project and to review the records maintained by the Borrower or its agent as described in Section 2.12 hereof, upon 30 days' prior notice by the City to the Borrower at least annually during each year of the Project Term.

SECTION 16. NO THIRD PARTY BENEFITS.

Subject to Section 9.1 hereof, this Regulatory Agreement is made for the sole benefit of the City and the Beneficiary 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 Regulatory Agreement. Whether or not the City elects to employ any or all of the rights, powers or remedies available to it hereunder, the City shall have no obligation or liability of any kind to any third party by reason of this Regulatory Agreement or any of the City's actions or omissions pursuant hereto or otherwise in connection herewith.

SECTION 17. 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 18. AFFIRMATIVE MARKETING.

- (a) DOH shall maintain on-going contacts with local churches, community organizations, employment centers, fair housing groups and other organizations which, in the sole judgment of DOH, may be useful in marketing the units in the Project. DOH shall also notify the Chicago Housing Authority as necessary for referrals from their waiting list.

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(b) DOH shall keep the following records:

- (1) copies of all advertisements placed by DOH or the Borrower;
- (2) copies of all information included in information packets to the public regarding affirmative marketing policies and procedures and fair housing laws;
- (3) copies of all correspondence to the Borrower, tenants, community groups, etc., regarding affirmative marketing and fair housing laws;
- (4) tenant profiles including racial, ethnic and gender characteristics of the Low-Income Families before and after rehabilitation of the Project;
- (5) annual tenant information used in assessment of the Rental Program; and
- (6) relocation data for households displaced from the Project.

SECTION 19. AGREEMENT TO PROVIDE LOAN, START CONSTRUCTION; COMPLETION DATE.

19.1 The City agrees to provide the Loan to the Borrower in accordance with the terms and conditions of the Loan Agreement, for the purposes described therein. The Borrower agrees to start construction on the Project within 90 days from the date hereof.

19.2 The City agrees to provide, upon the written request of the Borrower, a certification, in a form eligible for recordation in the conveyance and real property records of the county in which the Project is located, identifying the Completion Date promptly after such date. The Borrower shall pay all expenses of recordation of such certificate.

SECTION 20. TRUSTEE EXCULPATION.

20.01 This instrument is executed by LaSalle National Bank ("LaSalle"), as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and LaSalle hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this instrument that LaSalle, as Trustee as aforesaid, and not personally, has joined in the execution of this instrument for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 24161 to the terms of this instrument; that any and all obligations, duties, covenants, indemnities and agreements of every nature herein set forth by LaSalle, as Trustee as aforesaid, to be kept or performed, are intended to be

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kept, performed and discharged by the Beneficiary under said Trust No. 24161 or their successors and not by LaSalle personally, and, further, that no duty shall rest upon LaSalle either personally or as such Trustee, to sequester trust assets, rentals, avails, or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this instrument, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 24161 after the Trustee has been supplied with funds required for the purpose.

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

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

By: *Amy Malinda* for
Commissioner *Maina Carrutt*

5001 S. DREXEL, INC., an Illinois corporation

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

LASALLE NATIONAL TRUST, N.A. Successor Trustee to LASALLE NATIONAL BANK, as successor trustee under Trust No. 24161 as aforesaid

By: *[Signature]*

Its: _____

ATTEST:

By: *[Signature]*

Its: Transfer Secretary

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

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

By: _____
Commissioner

5001 S DEXEL, INC.

By: *George W. Hule*

Its: *President*

ATTEST:

By: *Anthony B. Ferguson*

Its: *Secretary*

LASALLE NATIONAL BANK, as successor trustee under Trust No. 24161 as aforesaid

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

DuPage

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that *Corrado V. Miller* and *Anthony D. Ferguson*, personally known to me to be the *President* and *Secretary*, respectively, of 5001 S. Drexel, Inc, an Illinois corporation (the "Corporation"), and known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such *President* and *Secretary*, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of the Corporation, and as their respective free and voluntary acts and deeds and as the free and voluntary act and deed of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal this *20th* day of *May*, *1994*.

Alice M. Lange
Notary Public

"OFFICIAL SEAL"
ALICE M. LANGE
Notary Public, State of Illinois
My Commission Expires 3/11/98
(SEAL)

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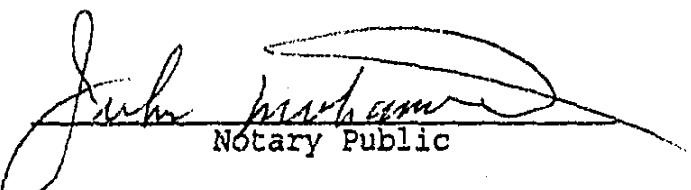
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT SONYA MALUNDA, personally known to me to be the FIRST DEPUTY 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, (s)he signed and delivered the said instrument pursuant to authority, as his/her 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 6th day of MAY, 1994.


Notary Public

(SEAL)

OFFICIAL SEAL
JOHN MUHAMMAD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-6-97

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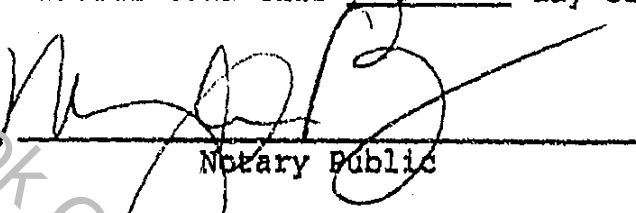
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Courne Bek and William H. Dillon personally known to me to be the Vice President and Asst. Secretary of National Trust and Savings Bank (the "Trustee"), and personally, known to me to be the same persons whose names are subscribed to the foregoing instruments, appeared before me this day in person and severally acknowledged that as such Vice President and Asst. Secretary they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of Trustee as their free and voluntary act, and as the free and voluntary act and deed of the Trustee for the uses and purposes therein set forth.

National Trust, N.A.

GIVEN under my hand and official seal this 23 day of May 1994.



Notary Public

(SEAL)

"OFFICIAL SEAL"
MARY ANN BUNNELL
Notary Public, State of Illinois
My Commission Expires 9/24/97

Notary Public, Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION:

LOTS 9 AND 10 IN THE SUBDIVISION OF LOTS 1 TO 4 INCLUSIVE IN BLOCK 8 IN DREXEL AND SMITH'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS COMMONLY KNOWN AS:

5001 S. DREXEL BOULEVARD AND 909-19 E. 50TH STREET IN CHICAGO, ILLINOIS.

PERMANENT INDEX NO.:

20-11-114-001

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EXHIBIT B

CERTIFICATE RE OWNER AND CONTRACTOR

RE: 5001 S. Drexel Boulevard
Chicago, Illinois _____

The undersigned, 5001 S. Drexel, Inc., an Illinois limited partnership (the "Owner"), hereby certifies that it is the sole owner of the beneficial interest and power of direction in the land trust holding fee simple title to that certain property located at the address shown above (the "Project"). The Owner has received a loan in the principal amount of \$1,953,951 (the "Loan") from the City of Chicago, Illinois (the "City") in connection with the rehabilitation of the Project.

The Owner hereby certifies that the following information is true, correct and complete:

- A. 1. Name: 5001 S. Drexel, Inc.
2. Race/Ethnicity: _____
3. Gender: _____
4. Annual Income: \$ _____
- B. 1. Name: Batteast Construction Company, Inc.
2. Race/Ethnicity: _____
3. Gender: _____

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IN WITNESS WHEREOF, the Owner has executed this certificate
as of this _____ day of _____.

5001 S. Drexel, Inc.

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

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SCHEDULE I

ANNUAL OWNER'S CERTIFICATION FOR PROJECT RECEIVING CDBG AND RRP FUNDS FROM THE CITY OF CHICAGO, DEPARTMENT OF HOUSING

Borrower: _____

Project Name: _____

Project Number: _____

Borrower Federal Employer Identification Number: _____

The City of Chicago, Illinois, acting by and through its Department of Housing (the "City"), has entered into a Housing Loan Agreement dated _____ with the Borrower pursuant to which the City has loaned Rental Rehabilitation Program ("RRP") funds and Community Development Block Grant ("CDBG") funds to the Borrower for the Project. The Borrower is required to maintain certain records concerning the Project and the City is required to monitor the Project's compliance with the RRP regulations and the CDBG regulations and the agreements executed by the City and the Borrower in connection with the Project. The Borrower further agreed, in the Regulatory Agreement dated as of _____ between the City and the Borrower (the "Regulatory Agreement"), to maintain certain records and prepare and deliver certain reports to the City. This Annual Owner's Certification must be completed in its entirety and must be executed by the Borrower, notarized and returned to the City by January 1 of each year for the period commencing on the first January 1 following completion of rehabilitation of the Project, and ending on the first January 1 following the Termination Date. In addition, a copy of Exhibit A must be completed for each building which comprises a part of the Project. No changes may be made to the language contained herein without the prior approval of the City. Except as otherwise specifically indicated, capitalized terms contained herein shall have the meanings ascribed to them in the Regulatory Agreement.

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A. INFORMATION

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

Building Address

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

Yes _____ No _____

If Yes, provide all the appropriate documents.

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

Yes _____ No _____

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

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5. Provide the City with independently audited financial statements for the Project for the most recent fiscal year, including an income and expense statement, a balance sheet listing assets and liabilities, a detailed schedule of operating, maintenance and administrative expenses and a cash flow statement.
6. (a) The Borrower hereby certifies to the City that no change shall occur in the Borrower or the general partner of the Borrower without the prior written consent of the City.
- (b) Provide to the City copies of each lease and each Tenant Certification executed in connection with the Low-Income Project since the later of the date of the Regulatory Agreement or the last Annual Owner's Certification submitted to the City. For each such unit in the Low-Income Project, provide to the City the data with respect to tenant characteristics as required by Section 2.12 of the Regulatory Agreement.
- (c) Provide the City with evidence of compliance with Section 2.24 of the Regulatory Agreement since the later of the execution of the Regulatory Agreement or the last Annual Owner's Certification, including copies of any required notices given to prospective tenants regarding lead-based paint with the signature of each tenant in the Low-Income Project.
- (d) Did the Project cause the displacement of any People?
Yes _____ No _____
- If Yes, provide evidence to the City of compliance with Section 2.22 of the Regulatory Agreement (The information required by this question need only be supplied to the City once.)
- (e) If the Project is not less than eight units, provide to the City payroll records of the General Contractor indicating compliance with Section 2.25 of the Regulatory Agreement.

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B. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

1. The Borrower is [check as applicable]:
 - (a) an individual.
 - (b) a group of individuals.
 - (c) a corporation incorporated and in good standing in the State of _____.
 - (d) a general partnership organized under the laws of the State of _____.
 - (e) a limited partnership organized under the laws of the State of _____.
 - (f) other [please describe]: _____
2. The Borrower is [check as applicable] (a) _____ the owner of fee simple title to, or (b) _____ the owner of 100% of the beneficial interest in, the hereinafter described Project.
3. The Project consists of _____ building(s) containing a total of _____ residential unit(s).
4. The Project is in compliance with all of the currently applicable requirements of the RRP Act, the RRP regulations, the CDBG Act, the CDBG regulations and the Regulatory Agreement. The Borrower will take whatever action is required to ensure that the Project complies with all requirements imposed by the RRP Act, the RRP regulations, the CDBG Act, the CDBG regulations and the Regulatory Agreement during the periods required thereby.

The Borrower shall retain all tenant selection documents, which include but are not limited to: income verification, employment verification, credit reports, leases and low-income computation forms, to be available for periodic inspections by the City or its representative. The City, at its option, can periodically inspect the Project, and all tenancy-related documents to determine continued compliance of the Project with all applicable requirements.

5. No litigation or proceedings have been threatened in writing or are pending which may affect the interest of the Borrower in the Project or the ability of the Borrower to perform its obligations with respect thereto, except as disclosed on Exhibit _____ attached hereto and hereby made a part hereof.
6. The Borrower has taken affirmative action to ensure that women- and minority-owned businesses have had the maximum opportunity to compete for and perform as contractors for supplies and/or services, and will continue to do so with

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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.

7. All units in each building included in the Project are affirmatively marketed and available for occupancy by all persons regardless of race, national origin, religion, creed, sex, age or handicap.
8. Other than in connection with the construction or rehabilitation of the Project, the Borrower has not demolished any part of the Project or substantially subtracted from any real or personal property of the Project or permitted the use of any residential rental unit for any purpose other than rental housing. The Borrower has used its best efforts to repair and restore the Project to substantially the same condition as existed prior to the occurrence of any event causing damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of the Regulatory Agreement.
9. The Borrower is in possession of all records which it is required to maintain pursuant to the terms of the RRP Act, the RRP regulations, the CDBG Act, the CDBG regulations and the Regulatory Agreement, as well as any additional records which the City has determined to be necessary to the compliance and administration of the Project.
10. The Borrower has not executed any agreement with provisions contradictory to, or in opposition to, the provisions of the Regulatory Agreement and in any event the requirements of the Regulatory Agreement are paramount and controlling as to the rights and obligations therein set forth and supersede any other requirements in conflict therewith. The Borrower shall continue to cooperate with the City and furnish such documents, reports, exhibits or showings as are required by the RRP Act, the RRP regulations, the CDBG Act, the CDBG regulations, the Regulatory Agreement, and the City or the City's counsel.

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

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

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C. INDEMNIFICATION

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

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

BORROWER:

By: _____
Its: _____

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

Notary Public

(SEAL)

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EXHIBIT A

Borrower: _____

Mailing Address: _____

Date of Regulatory Agreement: _____

Project Name and No.: _____

Building Address: _____

1. (a) Note utilities paid by tenants:

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

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

UNITS RENTED TO LOW-INCOME FAMILIES:

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

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OTHER UNITS:

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

2. Has the rent in any Low-income Unit in this Building increased since the filing of the previous Annual Owner's Certification, or, if this Annual Owner's Certification is the first Annual Owner's Certification filed with respect to this Building, has the rent been increased from the amounts projected during the construction period?

Yes _____ No _____

If Yes, please provide details.

3. How many Low-Income Units in this Building are now occupied by tenants that did not occupy such units at the time of the last Annual Owner's Certification filed for this Building?

4. What steps did the Borrower take to insure that the new tenants qualified as Low-Income Families?

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

Yes _____

No _____

If Yes, please provide details.

6. Has any legal or administrative action been instituted by any Low-income Family against the Borrower?

Yes _____

No _____

If Yes, please provide details.

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EXHIBIT B

TENANT CERTIFICATION

RE: _____
Chicago, Illinois

Name of Tenant (i.e., person(s)
whose name appears on the lease): _____

Address of Apartment: _____

Apartment Number: _____

Some or all of the cost of the apartment development in which you are to lease an apartment was financed by a loan made by the City of Chicago, Illinois (the "City") to the owner of the apartment development, through U.S. Department of Housing and Urban Development programs. In order for the development to continue to qualify for this loan, there are certain requirements which must be met with respect to the apartment development and its tenants. To satisfy one of those requirements it is necessary for you to provide the information requested in this Tenant Certification at the time you sign your lease and annually thereafter so long as you remain a tenant in the apartment development.

CERTIFICATION

I, the undersigned, state that I have read and answered fully, frankly and personally each of the following questions for all persons who are to occupy the unit in the above apartment development for which application is made, all of whom are listed on the following page:

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Income Computation (Anticipated Incomes)

<u>Name of Members of the Household</u>	<u>Relation-ship to Head of Household</u>	<u>Age (if 18 or under)</u>	<u>Social Security Number</u>	<u>Place of Employment</u>
_____	HEAD	_____	_____	_____
_____	SPOUSE	_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____

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1. On the lines below, 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 over the age of 18 during the 12-month period beginning this date:

<u>Name</u>	<u>Annual Wages/ Salary</u>	<u>Other Income</u>	<u>Total Income</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Capital Assets)

2. If any of the persons described above (or whose income or contributions were included in item (1)) has any real property, savings, stocks, bonds or other forms of capital investment, excluding interest in Indian Trust land and equity in a housing cooperative unit or in a manufactured home in which the family resides and except for necessary items of personal property such as furniture and automobiles, provide:
- the total value of all such assets owned by all such persons: \$ _____,
 - the amount of income expected to be derived from such assets in the 12-month period commencing this date: \$ _____, and
 - the amount of such income which is included in item (1): \$ _____.

(Students)

3. a. Will all of the persons listed in column 1 above be or have they been full-time students during five calendar months of this calendar year at an educational institution (other than a correspondence school) with regular faculty and students?

Yes _____ No _____

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- b. Is any such person (other than nonresident aliens) married and eligible to file a joint federal income tax return?

Yes _____ No _____

I acknowledge that all of the above information is or may be the basis of my qualifying as a tenant and further is relevant to the status of the funds provided through the U.S. Department of Housing and Urban Development to finance rehabilitation of the apartment for which application is being made. I consent to and authorize the disclosure of such information to the City and HUD and any agent acting on their behalf. If I am accepted as a tenant or my lease is renewed, and if any of the foregoing information is inaccurate or misleading, I understand that it will constitute a material breach of my lease. I 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.

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

Executed this _____ day of _____, _____ at Chicago, Illinois.

Tenant

Applicant for an apartment _____
or Residing in Apt. No. _____

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On the _____ day of _____, _____ personally appeared before me _____, the signer of the above certification, who duly acknowledged to me that he/she executed the same.

(SEAL)

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FOR COMPLETION BY OWNER ONLY:

1. Calculation of eligible income:

a. Total amount entered for entire household in 1 above: _____

b. If the amount entered in 2.a above exceeds \$5,000, enter the greater of (i) the amount entered in 2.b less the amount entered in 2.c and (ii) the passbook savings rate as designated by HUD multiplied by the amount entered in 2.a: _____

c. TOTAL ELIGIBLE INCOME (Line 1.a plus line 1.b): _____

2. For each Low-Income Unit, complete the following:

a. The amount entered in 1.c is: (place "x" on appropriate line)

(i) _____ Less than \$ _____ which is the maximum income at which a household of _____ persons may be determined to be a Low-Income Family as that term is defined in the Regulatory Agreement dated as of _____, between the City of Chicago, Illinois and _____ (the "Regulatory Agreement").

(ii) _____ More than the amount mentioned in line (i).

b. Applicant:

_____ Qualifies as Low-Income Family.

_____ Does not qualify as a Low-Income Family.

BORROWER:

By: _____

Its: _____

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EXHIBIT C

In order to assist a proposed or existing tenant in completing the attached Tenant Certification, you should refer to the definition of "annual income" contained in 24 C.F.R. §813.106, as amended, supplemented and restated from time to time. The following may need to be included in calculating "Annual Wages/Salary" and "Other Income":

- A. Annual Wages and Salary, including, before payroll deduction, all wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services;
- B. "Other Income" includes but is not limited to:
- (i) net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
 - (ii) interest, dividends and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (B) (i) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family;
 - (iii) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;
 - (iv) payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;

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- (v) public assistance. If the public assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance to be included as income shall consist of: (a) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus (b) the maximum amount that the public assistance agency could in fact allow the family for shelter and utilities. If the family's public assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated shall be the amount resulting from one application of the percentage;
- (vi) periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from persons not residing in the dwelling;
- (vii) all regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is a member of the family; and
- (viii) any earned income tax credit to the extent it exceeds income tax liability.

Please note however, that the following types of income should be excluded:

- (i) income from employment of children (including foster children) under the age of 18 years;
- (ii) temporary, nonrecurring or sporadic income, including gifts;
- (iii) amounts which are specifically for or in reimbursement of medical expenses for any family member;
- (iv) lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- (v) amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the government.

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to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of the student, but in either case only to the extent used for such purposes;

- (vi) special pay to a family member serving in the Armed Forces and exposed to hostile fire;
- (vii) foster child care payments;
- (viii) income of a live-in aide, as defined in 24 C.F.R. Section 813.102;
- (ix) amounts received under training programs funded by HUD;
- (x) amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency;
- (xi) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program;
- (xii) reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era; and
- (xiii) amounts specifically excluded by other federal statutes from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. Federal programs under this section include, but are not limited to:
 - (a) the value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
 - (b) payments received under the Domestic Volunteer Services Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, Senior Companions);

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- (c) payments received under the Alaska Native Claims Settlement Act;
- (d) payments from certain submarginal U.S. land held in trust for certain Indian tribes;
- (e) payments or allowances made under the U.S. Department of Health and Human Services' Low-Income Home Energy Assistance Program, including any winter differentials given to elderly;
- (f) payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs, career intern programs);
- (g) income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
- (h) the first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior;
- (i) amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs;
- (j) payments received from programs funded under Title V of the Older Americans Act of 1965;
- (k) payments received from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 3810 (E.D.N.Y.);

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- (l) payments received under the Maine Indian Claims Settlement Act of 1980;
- (m) the value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred under such care) under the Child Care and Development Block Grant Act of 1990; and
- (n) earned income tax credit refund payments.

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CERTIFICATE RE OWNER AND CONTRACTOR

RE: 5001 S. Drexel Boulevard
Chicago, Illinois 60615

The undersigned, 5001 S. Drexel, Inc., an Illinois corporation (the "Owner"), hereby certifies that it is the sole owner of the beneficial interest and power of direction in the land trust holding fee simple title to that certain property located at the address shown above (the "Project"). The Owner has received a loan in the principal amount of \$1,953,951 (the "Loan") from the City of Chicago, Illinois (the "City") in connection with the rehabilitation of the Project.

The Owner hereby certifies that the following information is true, correct and complete:

- A. 1. Name: 5001 S. Drexel, Inc.
2. Race/Ethnicity: Minority (African-American)
3. Gender: Male
4. Annual Income: \$ 150,000
- B. 1. Name: Batteast Construction Company, Inc.
2. Race/Ethnicity: Minority (African-American)
3. Gender: Male

IN WITNESS WHEREOF, the Owner has executed this certificate as of this 23 day of May, 1994.

5001 S. Drexel, Inc.

By: [Signature]

Its: President

ATTEST:

By: Anthony B. Ferguson

Its: Secretary

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