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REGULATORY AGREEMENT

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THIS REGULATORY AGREEMENT entered into and effective this
24th day of August, 1999 (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, The National Progressive Institute for Community Development (the "Borrower"), an Illinois not-for-profit corporation, and Progressive Square Limited Partnership Phase I (the "Partnership"), an Illinois limited partnership.

W I T N E S S E T H

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 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 program ("CDBG Program"); and

WHEREAS, the City has programmed certain CDBG funds for its Multi-Family Loan Program ("Multi-Family Program"), wherein acquisition, construction 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 intends to loan a sum (hereinafter referred to as the "Loan") of Multi-Family Program funds to the Borrower for the purposes set forth below, and has requested that DOH administer the Loan; and

WHEREAS, the Borrower will loan the proceeds of the Loan to the Partnership (the "Borrower Loan") in connection with the acquisition and construction of the Project (as legally described on Exhibit A attached hereto and hereby made a part hereof and as further defined on Exhibit B attached hereto and hereby made a part hereof); and

WHEREAS, the Partnership will utilize the Borrower Loan proceeds in connection with the Project; and

WHEREAS, the Partnership has received from DOH, in connection with the Project, an allocation of low-income housing

tax credits pursuant to Section 42 of the Internal Revenue Code of 1986 (the "Tax Credits") in the amount described on Exhibit B hereto; and

WHEREAS, as a specific condition precedent to the Borrower receiving the Loan and the Partnership receiving the Borrower Loan and in connection with the allocation of Tax Credits to the Project, the Borrower and the Partnership have agreed to execute this Regulatory Agreement with the City governing the use of the Project;

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

SECTION 1 DEFINITIONS AND INTERPRETATIONS.

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

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

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

"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 Report" shall mean the report from the Borrower and/or the Partnership in substantially the form set forth in Exhibit C attached hereto and hereby made a part hereof, as the same may be amended from time to time.

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

"Assignment" shall mean that certain Assignment of Mortgage and Documents made by the Borrower in favor of the City and dated as of the date hereof.

"Borrower" shall mean, initially, The National Progressive Institute for Community Development, an Illinois not-for-profit 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 Borrower's interest in the Project, not including the City or the Senior Lender.

"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 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.

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

"CDBG Regulations" shall mean 24 C.F.R. Part 570, and such additional regulations, orders, rulings, interpretations and directives for the CDBG Program as may be promulgated or issued by HUD from time to time.

"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 Section 6.6 hereof.

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

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

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

"Foreclosure Date" shall mean the date of a Transfer, provided that such Transfer is not part of an arrangement with the Borrower and/or the Partnership a purpose of which is to terminate the Extended Use Period.

"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 Section 2.11(b) hereof.

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

"Inspection Period Termination Date" shall mean the earlier of (a) a Foreclosure Date; or (b) the later to occur of (i) the fifth anniversary of the Repayment Date or (ii) the Extended Use Period 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.

"Loan Agreement" shall mean the Housing Loan Agreement, of even date herewith, between the City, the Partnership 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 Family" shall have the meaning given to the term "low- and moderate-income household" in 24 C.F.R. Section 570.3.

"Mortgage" shall mean that certain Junior Mortgage, Security Agreement and Financing Statement of even date herewith made by the Partnership in favor of the Borrower and assigned by the Borrower to the City pursuant to the Assignment, as hereafter supplemented, amended and restated from time to time.

"Multi-Family Program" shall mean the Multi-Family Loan Program of DCN

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

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

"People" shall have the meaning assigned to such term in Section 2.23 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 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 2.10, 2.17, 2.18, 2.19, 5.2, 6.3, 6.6 and 15 hereof, through and including the Termination Date.

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

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

"State" shall mean the State of Illinois.

"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 units in the Project which will be occupied by or available for occupancy to Tax Credit Eligible Families.

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

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

"Termination Date" shall mean the earlier of (a) a Foreclosure Date; or (b) the later to occur of (i) the Repayment Date or (ii) the Extended Use Period Termination Date.

"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" 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).

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 AND PARTNERSHIP'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Borrower and the Partnership hereby represent, warrant, covenant and agree as follows:

2.1 The Project shall be acquired and rehabilitated for the purpose of providing residential rental property, and the

Partnership 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 (unless the Project qualifies as a single-room occupancy project or transitional housing for the homeless, in which case such unit(s) shall comply with the applicable requirements of Section 42 of the Code).

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 Partnership shall not give preference in renting units in the Project to any particular class or group of individuals other than Low-Income Families and Tax Credit Eligible Families as provided herein.

2.6 The Partnership 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 from HUD.

2.7 The Partnership 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 Partnership shall not refuse to lease any unit in the 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.

2.8 All of the units in the Project shall be, after completion of the construction of the Project, and shall remain,

suitable for occupancy.

2.9 (a) After completion of the construction of the Project and subject to Section 2.11(a) hereof, all of the Tax Credit Eligible Units shall be occupied or available for occupancy by Tax Credit Eligible Families.

(b) After completion of the construction of the Project, 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

2.10 (a) After completion of the construction of the 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% 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; if such Tax Credit Termination Date is also the Termination Date, such rent increase restriction shall survive beyond the Termination Date for the duration of the Three-Year Period.

(b) After completion of the construction of the Project, 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.

(c) Subject to subsection (a) of this Section 2.10, after completion of the construction of the Project and on or after the Tax Credit Termination Date, the rent charged for any Tax Credit Eligible Unit shall not exceed at any time the Affordable Rent for such unit.

2.11 (a) For purposes of satisfying the requirements set forth in Section 2.9(a) 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 Section 2.11, be deemed to comply with Section 2.9(a) hereof if the rent for such Tax Credit Eligible Unit complies with the requirements

of Section 2.10 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 Tax Credit Income Limit shall be deemed to comply with Section 2.9(a) hereof if the rent for the Increased-Income Unit complies with the requirements of Section 2.10 hereof applicable to Tax Credit Eligible Units, but only if all units (i) in the same building as the Increased-Income Unit, (ii) of a comparable size with or smaller than the Increased-Income Unit, and (iii) which are then available or subsequently become available, are occupied by a new tenant who is a Tax Credit Eligible Family.

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

(b) The Partnership shall not evict or terminate the tenancy of any tenant of a Tax Credit Eligible Unit other than for good cause.

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 Partnership which is unrelated to the 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 Partnership employs a management agent for the Project, the Partnership 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 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 and 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 Partnership, 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 All tenant leases shall be for a period of not less than six months; provided, however, that notwithstanding the foregoing, 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.

2.16 The Borrower and the Partnership 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 and Partnership 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 CDBG Act or the CDBG Regulations. The Borrower and the Partnership 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.

2.17 The Borrower and the Partnership 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 Termination Date (if such date is not also a Foreclosure Date), but shall terminate as of a Foreclosure Date.

2.18 The Partnership 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 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 Partnership (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 Partnership until five years after the end of the Project Term; this covenant shall survive beyond the Termination Date (if such date is not also a Foreclosure Date), but shall terminate as of a Foreclosure Date. The Partnership shall assist each of the tenants in the Low-Income Project in completing the Tenant Certification if necessary.

2.19 The Borrower and Partnership agree that they will take any and all actions required by the City to substantiate the Borrower's and the Partnership's respective compliance with the restrictions set forth herein, including, but not limited to, submitting to the City an Annual Report executed by the Borrower and/or the Partnership, 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 Termination Date (if such date is not also a Foreclosure Date), but shall terminate as of a Foreclosure Date.

2.20 The Partnership shall provide to the City a tenant profile (in the form provided to the Partnership by DOH) for each Low-Income Family for each unit in the Low-Income Project and for each Tax Credit Eligible Unit within 30 days after such unit is leased to such tenant(s) (or, for units occupied by Low-Income Families or Tax Credit Eligible 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 construction of the Project, the Partnership 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, (b) the tenants moving into such unit initially after completion of construction of the Project, and (c) the applicants for tenancy of such unit within 90 days following completion of construction of the Project. For each subsequent leasing of the unit, the Partnership 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.

2.21 The Borrower and the Partnership shall notify the City of the occurrence of any event of which either the Borrower or the Partnership, respectively, has notice and which event would

violate any of the provisions of this Regulatory Agreement.

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

2.23 The Partnership 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 Partnership shall comply with the requirements of 24 C.F.R. Section 570.606, with respect to, among other things, temporary and permanent relocation of displaced People. The Partnership shall provide or cause all "displaced persons" (as defined in 24 C.F.R. Section 570.606) to be provided with relocation assistance as required under said Section 570.606.

2.24 The acquisition of the real property on which the 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 4601 et seq., and the requirements of 49 C.F.R. Part 24, Subpart B.

2.25 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. Section 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.

2.26 The Partnership 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 Neither the Borrower nor the Partnership is a

primarily religious entity and the Project will be used solely for secular purposes.

2.28 No individual who is an employee, agent, consultant, officer or elected or appointed official of the City (and no individual who was an employee, agent, consultant, officer or elected or appointed official within one year prior to the date hereof) and who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG Funds or who is or was in a position to participate in a decision-making process or gain inside information with regard to such activities, has obtained, is obtaining or will obtain a financial interest or benefit from the Project, or has or will have any interest in any contract, subcontract or agreement with respect to the Project, or the proceeds thereunder, either for himself or for those with whom he has family or business ties.

2.29 The Borrower and the Partnership agree that they 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 Project.

2.30 The 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.

2.31 Neither the Borrower nor the Partnership have 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 herein set forth and supersede any other requirements in conflict herewith.

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

2.33 For every unit in the Low-Income Project, the Partnership 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 Low-Income 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 Partnership's affirmative marketing activities with respect to the Low-Income Project, including a description of the Partnership'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 Low-Income Project, those who apply for leases for such units, and those who actually sign such leases; and
- (d) maintain records of affirmative marketing efforts with respect to the leasing or re-leasing of each such unit to be made available for review by DOH for a period equal to the Project Term.

2.34 The Borrower and/or the Partnership has submitted to the City a tenant selection plan containing policies and criteria that: (a) are consistent with the purpose of providing housing for Low-Income Families, (b) are reasonably related to Multi-Family Program eligibility and the applicants' ability to perform the obligations of the lease, (c) give reasonable consideration to the housing needs of families that would have a preference under 24 C.F.R. Section 960.211, and (d) provide for (1) the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable, and (2) the prompt notification in writing to any

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rejected applicant of the grounds for any rejection.

2.35 The Partnership 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 Partnership with respect to the 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 60 days following such "placed-in-service" date.

2.36 The Partnership 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 Partnership submits such Form 8609 to the Internal Revenue Service.

2.37 The Borrower and the Partnership hereby acknowledge and affirm that they, respectively, have 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. §§3601-19 and implementing regulations at 24 C.F.R. Part 100 et seq.; Executive Order 11063, as amended by Executive Order 12892 (3 C.F.R., 1958-63 Comp., p. 652 and 59 F.R. 2939) (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 - 2000d-4, 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, as amended by Executive Orders 11375, 11478, 12086 and 12107 (3 C.F.R., 1964-65 Comp., p. 339; 3 C.F.R., 1966-70 Comp., p.684; 3 C.F.R., 1966-70 Comp., p.803; 3 C.F.R., 1978 Comp., p.230 and 3 C.F.R., 1978 Comp., p.264, respectively) (Equal Employment Opportunity Programs) and the implementing regulations issued at 41 C.F.R. Chapter 60; and (e) the requirements of Executive Order 11625, as amended by Executive Order 12007 (3 C.F.R., 1971-75 Comp., p.616 and 3 C.F.R., 1977 Comp., p.139) (Minority Business Enterprises); Executive Order 12432 (3 C.F.R., 1983 Comp., p.198) (Minority

Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 C.F.R., 1977 Comp., p.393 and 3 C.F.R., 1987 Comp., p.245) (Women's Business Enterprise).

2.38 Additional representations and covenants of the Borrower contained on Exhibit B hereto are hereby incorporated herein by reference.

SECTION 3 RELIANCE.

The City, the Borrower and the Partnership hereby recognize and agree that the representations and covenants set forth herein made by the City, the Borrower and the Partnership, respectively, may be relied upon by the Borrower, the Partnership and the City, respectively. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Borrower, the Partnership, Tax Credit Eligible Families and Low-Income Families and upon audits of the books and records of the Borrower and the Partnership 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 Partnership agree that it is the Partnership's responsibility to determine that (i) each potential tenant in the Low-Income Project qualifies as a Low-Income Family, and (ii) that each potential tenant for a Tax Credit Eligible Unit qualifies as a Tax Credit Eligible Family, and that in making each such determination, the Partnership shall exercise due diligence.

SECTION 4 SALE OR TRANSFER OF THE PROJECT.

The Partnership 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; provided, however, that after payment in full of the Loan and all other amounts due and payable to the City under the Loan Documents, such permission by the City shall not be unreasonably withheld. The Partnership 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 Partnership or any successor or assignee of the Partnership last permitted by the City, and shall be ineffective to relieve the Partnership or such successor or assignee, as applicable, of its obligations hereunder.

The Borrower hereby covenants and agrees not to sell, transfer or otherwise dispose of its interest in the Project, or any portion thereof other than to the City or the Senior Lender (including without limitation, a transfer by assignment of any beneficial interest under a land trust) at any time during the Project Term, except as expressly permitted by the City; provided, however, that after payment in full of the Loan and all other amounts due and payable to the City under the Loan Documents, such permission by the City shall not be unreasonably withheld. 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 2.10, 2.17, 2.18, 2.19, 5.2, 6.3, 6.6 and 15 hereof, this Regulatory Agreement shall remain in full force and effect for a term equal to the Project Term, it being expressly agreed and understood that the provisions hereof are intended to survive throughout the Project Term.

5.2 If the Project Term shall end on a Termination Date

which is also the Tax Credit Termination Date and 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 Borrower and/or the Partnership (provided, however, that if any such occurrence or attempt cannot reasonably be cured within said 30-day period and if the Borrower and/or the Partnership, as applicable, 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 and/or the Partnership to the City delivered during such 30-day period, and upon further written request from the Borrower and/or the Partnership to the City delivered during such 60-day period, said 60-day period shall be extended to 90 days; provided further, however, that the City shall not be precluded during any such periods from exercising any remedies hereunder if the City shall receive a request or notice from HUD or the Internal 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 HUD or 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 Borrower and/or the Partnership 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 joint responsibility of the Borrower and the Partnership.

6.3 The Borrower, the Partnership and the City each acknowledge that a primary purpose of requiring the Borrower and the Partnership to comply with the restrictions provided in this Regulatory Agreement is to assure compliance of the Project and the Borrower and the Partnership with Section 42 of the Code and for that reason the Partnership, in consideration of receiving Tax Credits for the 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 Borrower and the Partnership of their 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 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(d) of Exhibit B hereto and the terms of Section 5.2 hereof.

6.4 The Borrower and the Partnership further specifically acknowledge that the beneficiaries of the Borrower's and the Partnership'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.

6.5 Upon any failure of the Partnership to comply fully with the Code, the covenants and agreements contained herein or with all applicable rules, rulings, policies, procedures, regulations or 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 Borrower and the Partnership 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 Project for

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Tax Credit dollars and to immediately commence recapture of the Tax Credit dollars heretofore allocated to the Project.

6.6 The City shall provide prompt written notice (a "Noncompliance Notice") to the Borrower or the Partnership, as applicable, if the City (a) does not receive from the Borrower or the Partnership an Annual Report when due, (b) is not permitted to inspect, as provided in Section 15 hereof, the records maintained by the Borrower or Partnership pursuant to Section 2.17 hereof, or (c) discovers by inspection, review or in some other manner that the 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 Borrower or Partnership 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. This Section 6.6 shall survive beyond the Termination Date, if the 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 Borrower and the Partnership 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 and/or the Partnership shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Borrower and/or the Partnership shall immediately transmit to the City an executed original of this Regulatory Agreement showing the date and recording number of record. The Borrower and the Partnership agree that the City may withhold the Internal Revenue Service Form 8609 with respect to the Project unless and until the City has received the recorded executed original of this Regulatory Agreement.

SECTION 8 COVENANTS TO RUN WITH THE LAND.

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

SECTION 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 CDBG Act, the CDBG Regulations or Section 42 of the Code, the CDBG Act, the CDBG Regulations or Section 42 of the Code, 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

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title, and duly recorded in the real property records of the county in which the Project is located. The Borrower and the Partnership hereby expressly agree to enter into all amendments hereto which, in the opinion of the City, are reasonably necessary for maintaining compliance under the CDBG Act, the CDBG Regulations and Section 42 of the Code.

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; (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 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

IF TO BORROWER: As specified on Exhibit B hereto.

IF TO PARTNERSHIP: As specified on Exhibit B hereto.

Such addresses may be changed by notice to the other parties

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

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

SECTION 14 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 15 RIGHT TO INSPECT.

The Borrower and the Partnership agree 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 and the Partnership, or, their agents as described in Section 2.17 hereof, upon 30 days' prior notice by the City to the Borrower or the Partnership, at least annually during each year of the Inspection Period. Notwithstanding the foregoing sentence, this Section 15 shall terminate as of Foreclosure Date.

SECTION 16 NO THIRD PARTY BENEFITS.

Subject to Section 6.3 hereof, this Regulatory Agreement is made for the sole benefit of the City, the Borrower and the Partnership 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.

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IN WITNESS WHEREOF, the City, the Borrower and the Partnership 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: 

Name: John G. Minkowski

Title: Acting Commissioner

THE NATIONAL PROGRESSIVE INSTITUTE FOR COMMUNITY DEVELOPMENT, an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

PROGRESSIVE SQUARE LIMITED PARTNERSHIP PHASE I, an Illinois limited partnership

By: Progressive Square, Inc., an Illinois corporation and its sole general partner

By: _____

Name: _____

Title: _____

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, the City, the Borrower and the Partnership 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: _____

Name: _____

Title: _____

THE NATIONAL PROGRESSIVE INSTITUTE FOR COMMUNITY DEVELOPMENT, an Illinois not for-profit corporation

By: [Signature]

Name: STEVE BRADY

Title: PRESIDENT

PROGRESSIVE SQUARE LIMITED PARTNERSHIP PHASE I, an Illinois limited partnership

By: Progressive Square, Inc., an Illinois corporation and its sole general partner

By: [Signature]

Name: STEVE BRADY

Title: PRESIDENT

Property of Cook County Clerk's Office

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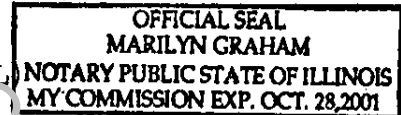
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT John G. Markowski, personally known to me to be the Acting 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 Acting 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 24th day of August, 1999.

Marilyn Graham
Notary Public



Deputy Clerk's Office

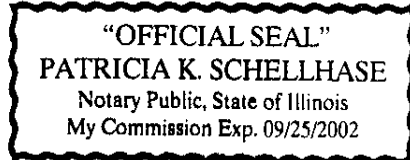
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

99808368

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Steve Braxton, personally known to me to be the President of The National Progressive Institute for Community Development (the "Borrower"), an Illinois not-for-profit corporation and 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 President, (s)he signed and delivered the said instrument pursuant to authority given by the Board of Directors of the Borrower, and as his/her free and voluntary act and deed and as the free and voluntary act and deed of the Borrower for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24th day of August, 1999




Notary Public

(SEAL)

Clerk's Office

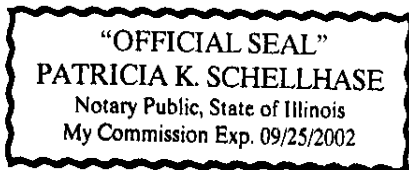
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

99808368

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Steve Braxton, personally known to me to be the President of Progressive Square, Inc., an Illinois corporation and the sole general partner of Progressive Square Limited Partnership Phase I (the "Partnership"), an Illinois limited partnership and 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 President, (s)he signed and delivered the said instrument pursuant to authority given by the Board of Directors of the Partnership, and as his/her free and voluntary act and deed and as the free and voluntary act and deed of the Partnership for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24th day of August, 1999



Patricia K. Schellhase
Notary Public

(SEAL)

Clerk's Office

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EXHIBIT A

.99808368

LEGAL DESCRIPTION:

PARCEL 1: LOTS 11 AND 12 IN BLOCK 3 IN ANNA PRICE'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART TAKEN FOR STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 10 IN BLOCK 3 IN ANNA PRICE'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART TAKEN FOR STREET) IN COOK COUNTY, ILLINOIS.

ADDRESS COMMONLY KNOWN AS: 4746-52 South Wabash Avenue
Chicago, Illinois 60615

PERMANENT INDEX NO.: 20-10-100-034
20-10-100-035
20-10-100-036

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EXHIBIT B

99808368

I. ADDITIONAL DEFINITIONS

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

"General Partner" shall mean Progressive Square, Inc., an Illinois corporation and sole general partner of the Partnership.

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

"Loan" shall mean a loan by the City to the Borrower in the principal amount of \$762,180 for financing a portion of the costs of acquisition and construction of the Project.

"Low-Income Project" shall mean the 24 units in the Project financed with CDBG Funds and required to be occupied by Low-Income Families.

"Owner" shall mean the Borrower, an Illinois not-for-profit corporation and sole owner of the General Partner.

"Plan" shall mean the Housing Tax Credit Plan of the City for the year 1999 pursuant to which Tax Credits were allocated to the Project.

"Project" shall mean the acquisition of land located at 4746-52 South Wabash Avenue, Chicago, Illinois 60615 and the construction of a building thereon which, upon completion of the construction thereof shall contain 24 multi-family residential dwelling units.

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

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

"Senior Loan" shall mean a loan by the Senior Lender to the Partnership in the principal amount of \$363,000 for financing a portion of the costs of the Project.

"Senior Mortgage" shall mean that certain Construction Mortgage, Personal Property Security Agreement, Assignment of Rents and Financing Statement dated as of the date hereof granted by the Partnership to the Senior Lender and securing repayment of the Senior Loan.

"Tax Credit Income Limit" shall mean 60% of the Chicago-area median income, adjusted for family size, as such adjusted income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.

II. ADDITIONAL REPRESENTATIONS AND COVENANTS OF BORROWER.

1. At least 25 of the units in the Project shall be Tax Credit Eligible Units. The Borrower received an allocation of \$302,144 of Tax Credits from the City in connection with the Project.

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

<u>Number of Bedrooms</u>	<u>Number of Units</u>
2	12
3	12

(b) The Low-Income Project shall consist initially of the following unit configuration for Low-Income Families:

<u>Number of Bedrooms</u>	<u>Number of Units</u>
2	12
3	12

(c) The Tax Credit Eligible Units in the Project shall consist initially of the following:

<u>Number of Bedrooms</u>	<u>Number of Units</u>
2	12
3	12

(d) The Applicable Fraction for each building in the Project shall be, for each taxable year in the Extended Use Period, not less than the following amount:

UNOFFICIAL COPYBuilding AddressApplicable Fraction

4746-52 South Wabash Avenue

100%

3. Every contract for the construction of the Project shall contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the United States Secretary of Labor pursuant to the Davis-Bacon Act, to all laborers and mechanics employed in the construction of the Project. All such contracts shall also be subject to the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 327 et seq., the regulations promulgated in connection therewith and with the Davis-Bacon Act, and 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.

4. For purposes of Section 11, the Borrower's and the Partnership's addresses shall respectively be:

56 East 48th Street
Chicago, Illinois 60615
Attn: Steve Braxton

WITH COPY TO: David L. Goldstein, Esq.
35 East Wacker Drive, Suite 1750
Chicago, Illinois 60601

National Equity Fund, Inc.
547 West Jackson Boulevard
Suite 601
Chicago, Illinois 60661

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

income individuals, particularly individuals who are recipients of HUD assistance for housing.

(b) The Borrower and the Partnership hereby agree to comply with the Section 3 Regulations in connection with the Project. As evidenced by execution of this Regulatory Agreement, the Borrower and the Partnership hereby certify that they, respectively, are under no contractual or other impediment that would prevent either of them from complying with the Section 3 Regulations in connection with the Project.

(c) The Partnership hereby agrees to (1) send to each labor organization or representative of workers with which the Partnership has a collective bargaining agreement or other understanding, if any, and which concerns workers whose positions are subject to compliance with the Section 3 Regulations in connection with the Project, a notice advising the labor organization or workers' representative of the Partnership's commitments under this Section 5, and (2) post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Housing Act Section 3 preference and shall set forth: (i) the minimum number of jobs and job titles subject to hire, the availability of apprenticeship and training positions, and the qualifications for each; (ii) the name and location of the Person(s) taking applications for each of the positions; and (iii) the anticipated date the work shall begin.

(d) The Partnership hereby agrees to (1) include the language contained in this Section 5 in every contract entered into by the Partnership in connection with the Project and subject to compliance with the Section 3 Regulations, including the Construction Contract, and (2) take appropriate action, as provided in an applicable provision of such contract or in this Section 5, upon a finding that any Person with whom the Partnership contracts, including the General Contractor, is in violation of the Section 3 Regulations. The Partnership covenants and agrees that the Partnership shall not contract with any Person in connection with the Project where the Partnership has notice or knowledge that such Person has been found in violation of the Section 3 Regulations.

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(e) The Partnership agrees to cause the General Contractor to (1) include the language contained in this Section 5 in every Subcontract subject to compliance with the Section 3 Regulations, and (2) take appropriate action, as provided in an applicable provision of such Subcontract or in this Section 5, upon a finding that any Subcontractor with whom the General Contractor contracts is in violation of the Section 3 Regulations. The Partnership shall cause the General Contractor to agree that the General Contractor shall not subcontract with any Person where the General Contractor has notice or knowledge that such Person has been found in violation of the Section 3 Regulations.

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

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

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

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6. (a) The Owner qualifies as a "qualified nonprofit organization" within the meaning of Section 42(h)(5)(C) of the Code.

(b) All of the stock of the General Partner has been owned, during all of the General Partner's existence, by one or more organizations each of which qualifies as a "qualified nonprofit organization" within the meaning of Section 42(h)(5)(C) of the Code.

(c) Throughout the Compliance Period, the General Partner shall own an interest in the Project through the Borrower and shall "materially participate," within the meaning of Section 469(h) of the Code, in the development and operation of the Project.

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EXHIBIT C

**ANNUAL REPORT FOR PROJECT RECEIVING
CDBG FUNDS AND LOW-INCOME HOUSING TAX CREDITS
FROM THE CITY OF CHICAGO, DEPARTMENT OF HOUSING**

Borrower: _____

Partnership: _____

Project Name _____

Project Number: _____

Borrower Federal Employer Identification Number: _____

Partnership 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 CDBG funds to the Borrower for the Project. The City has also allocated low-income housing tax credits (the "Tax Credits") to the Partnership for the Project. Pursuant to Section 42 of the Internal Revenue Code of 1986 (the "Code"), the Partnership is required to maintain certain records concerning the Project and the City is required to monitor the Project's compliance with the CDBG regulations and the Code and the agreements executed by the City, the Borrower and the Partnership in connection with the Project. The Borrower and the Partnership further agreed, in the Regulatory Agreement dated as _____, _____ between the City, the Borrower and the Partnership (the "Regulatory Agreement"), to maintain certain records and prepare and deliver certain reports to the City. This Annual Report must be completed in its entirety and must be executed by the Partnership, notarized and returned to the City by October 1 of each year for the period commencing on the earlier of (a) October 1 of the first year of the Compliance Period, or (b) the first October 1 following completion of construction of the Project, and ending on the later of (1) the first October 1 following the end of the Compliance Period, or (2) the first October 1 following the Termination Date. In addition, a copy of Schedule I must be

completed for each building which comprises a part of the Project. No changes may be made to the language contained herein without the prior approval of the City. Except as otherwise specifically indicated, capitalized terms contained herein shall have the meanings ascribed to them in the Regulatory Agreement.

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3. Has any change occurred, either directly or indirectly, (a) in the identity of the Partnership, (b) in the identity of any general partner of the Partnership, (c) in the ownership of any interests in any general partner of the Partnership or in any shareholder, trustee or beneficiary of the Partnership, 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 Partnership since the date of the Regulatory Agreement or the most recent Annual Report?

Yes _____ No _____

If Yes, provide all the appropriate documents.

4. Have the Partnership'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 Partnership's organizational documents.

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

6. Has the Partnership 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 Project?

Yes _____ No _____

If Yes, provide the details.

7. If the date of this Annual Report is not later than the first October 1 following the Termination Date, the following certifications apply:

- (a) The Borrower hereby certifies to the City that (1) the Project is in full compliance with all currently applicable provisions of the CDBG Regulations, (2) the Project shall continue to comply with the CDBG Regulations during the Project Term as required by the CDBG Regulations, and (3) no change shall occur in the Borrower or any general partner of the Partnership without the prior written consent of the City, except as may be permitted pursuant to Section 8 of the Mortgage.
- (b) Provide to the City copies of each lease and each Tenant Certification executed in connection with the Low Income Project since the later of the date of the Regulatory Agreement or the last Annual Report submitted to the City. For each such unit in the Low-Income Project, provide to the City the data with the respect to tenant characteristics as required by Section 2.20 of the Regulatory Agreement.
- (c) Provide the City with evidence of compliance with Section 2.25 of the Regulatory Agreement since the later of the execution of the Regulatory Agreement or the last Annual Report, including copies of the 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 2.23 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 the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act.

- (f) Provide to the City evidence of compliance with the affirmative marketing requirements of Section 2.33 of the Regulatory Agreement.

B. REPRESENTATIONS, WARRANTIES AND COVENANTS

The Borrower and the Partnership hereby represent and warrant to the City that each of the following statements is true and accurate and covenants as follows:

1. The Borrower is and the Partnership is, respectively [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 Partnership 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. The Partnership 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 Project consists of _____ building(s) containing a total of _____ residential unit(s).

4. If the date of this Annual Report 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 unit(s) (the "Tax Credit Eligible Units") in the Project is/are occupied by Qualifying Tenants (as hereinafter defined).

- (b) For the 12-month period preceding the date hereof (the "Year"):
1. [check as applicable] (i) _____ 20% or more of the residential units in the Project were both rent-restricted (within the meaning of Section 42(g)(2) of the Code) and occupied by individuals (the "Qualifying Tenants") whose income is 50% or less of area median income, or (ii) _____ 40% or more of the residential units in the Project were both rent-restricted (within the meaning of Section 42(g)(2) of the Code) and occupied by individuals (the "Qualifying Tenants") whose income is 60% or less of area median income;
 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 Project, or if there were any such changes, attached hereto as Schedule II is a true and complete description of all such changes;
 3. the Partnership has received an annual income certification from each Qualifying Tenant in substantially the form attached hereto as Schedule III or in such other form as shall have been approved by the City (a "Tenant Certification") and documentation to support that Tenant Certification (for a Qualifying Tenant receiving Section 8 housing assistance payments, such documentation may be a statement from the Chicago Housing Authority to the Partnership declaring that the Qualifying Tenant's income does not exceed the applicable income limit under Section 42(g) of the Code), and the Partnership assisted each of the Qualifying Tenants in completing the Tenant Certifications if necessary;
 4. each Tax Credit Eligible Unit in the Project was rent-restricted (within the meaning of Section 42(g)(2) of the Code);
 5. all of the units in the Project were for use by the general public and used on a nontransient 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 Project was suitable for occupancy, taking into account the health, safety and building codes of the City;
7. there was no change in the "eligible basis" as defined in Section 42(d) of the Code (the "Eligible Basis") of any building in the Project, or if there were any such changes, attached hereto as Schedule IV 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 Project, such as swimming 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 Project of a comparable or smaller size to one or more Qualifying Tenants before any residential units in the Project were or will be rented to tenants who are not Qualifying Tenants;
10. if 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 Project of a comparable or smaller size was or will be rented to one or more Qualifying Tenants; 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.

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- (c) Any savings realized in a construction line item of the Project were either dedicated to the benefit of the Project through enhancement of the Project, or resulted in a decrease of the Project's Eligible Basis for purposes of calculating the Tax Credits for which the Project qualifies, and except as disclosed to and approved by the City, no amounts paid or payable to the Borrower or the Partnership as developer fees exceeded the amount set forth in the Borrower's or the Partnership's original application for the Tax Credits and such fees will not be increased without the consent of the City.
- (d) The 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 Schedule 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 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.
5. The Project is in compliance with all of the currently applicable requirements of the CDBG Act, the CDBG Regulations, the Regulatory Agreement, Section 42 of the Code, the applicable Treasury regulations under Section 42 of the Code (the "Tax Credit Regulations"), the terms of the City's letter reserving Tax Credits for the Project (the "Reservation Letter"), and, if applicable, the City's Housing Tax Credit Plan for the year in which the Project received its allocation of Tax Credits (the "Plan"). The Borrower will take whatever action is required to ensure that the Project complies with all requirements imposed by the CDBG Act, the CDBG Regulations, the Regulatory Agreement, Section 42 of the Code, the Tax Credit Regulations, the terms of the Reservation Letter and, if applicable, the Plan during the periods required thereby.

The Partnership shall retain all tenant selection documents, which include but are not limited to: income verification,

employment verification, credit reports, leases and low-income computation forms, to be available for periodic inspections by the City or its representative. The City, at its option, can periodically inspect the Project, and all tenancy-related documents to determine continued compliance of the Project with all applicable requirements.

6. No litigation or proceedings have been threatened or are pending which may affect the interest of the Borrower or the Partnership in the Project or the ability of the Borrower or the Partnership to perform its obligations with respect thereto, except as disclosed on Schedule attached hereto.
7. The Borrower and the Partnership have taken affirmative action to ensure that women- and minority-owned businesses have had the maximum opportunity to compete for and perform as contractors for supplies and/or services, and will continue to do so with future contracts and awards as provided in Sections 2-92-420 through 2-92-570, inclusive, of the Municipal Code of Chicago, as from time to time supplemented, amended and restated.
8. All units in each building included in the Project are affirmatively marketed and available for occupancy by all persons regardless of race, national origin, religion, creed, sex, age or handicap.
9. The Borrower and the Partnership have 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 and the Partnership have used their best efforts to repair and restore the Project to substantially the same condition as existed prior to the occurrence of any event causing damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of the Regulatory Agreement.
10. The Borrower and the Partnership are in possession of all records which they are required to maintain pursuant to the terms of the CDBG Act, the CDBG regulations, 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 Project.

11. The Borrower and the Partnership have 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 and the Partnership shall continue to cooperate with the City and furnish such documents, reports, exhibits or showings as are required by the CDBG Act, the CDBG regulations, the Regulatory Agreement, Section 42 of the Code, the Tax Credit Regulations, the Plan (if applicable) and the City or the City's counsel.

If the Borrower or the Partnership are unable to make any representation or warranty set forth above, the Borrower and the Partnership must immediately contact the City and inform the City of the reason that the Borrower or the Partnership, as the case may be, 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 or the Partnership under the Loan Documents (as defined in the Regulatory Agreement).

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

C. INDEMNIFICATION

The Borrower and the Partnership hereby agree 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

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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 or the Partnership's responses or documents provided pursuant to the terms of this Annual Report including breaches of the representations and warranties herein contained, other than those judgments, losses, liabilities, damages, costs and expenses arising out of the City's gross negligence or willful misconduct following the City's acquisition of title to or control of the Project, unless such act is taken in response to (1) any willful misconduct or negligent act or omission of the Borrower, the General Partner, or the Partnership (as the last two terms are defined in the Loan Agreement), or (2) any breach (other than failure to repay the Loan) by the Borrower, the General Partner, or the Partnership of any provisions of the instruments executed by the Borrower, the General Partner, or the Partnership in connection with the Loan.

IN WITNESS WHEREOF, the Borrower and the Partnership have executed this Annual Report this _____ day of _____, _____.

BORROWER:

The National Progressive Institute
for Community Development

By: _____

Its: _____

PARTNERSHIP:

Progressive Square Limited
Partnership Phase I

By: Progressive Square, Inc., its
sole general partner

By: _____

Its: _____

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

Notary Public

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SCHEDULE I

Borrower: _____

Partnership: _____

Mailing Address: _____

Date of Regulatory Agreement: _____

Project Name and No.: _____

Building Address: _____

Building Identification Number: _____

1. Is the date of the attached Annual Report prior to the start of the Compliance Period for this Building?
_____ Yes _____ No [check one]. If "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 Report 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 Allocated to this Project: _____

(b) Number 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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5. Has the rent in any Low-Income Unit or Tax Credit Eligible Unit in the building identified above increased since the filing of the previous Annual Report, or, if this Annual Report is the first Annual Report filed with respect to such building, has the rent been increased from the amounts projected during the construction period?

Yes _____ No _____

If Yes, please provide details.

6. How many Low-Income Units or Tax Credit Eligible Units in this building are now occupied by tenants that did not occupy such units at the time of the last Annual Report filed for this building?

7. What steps did the Partnership take to insure that the new tenants qualified as Low-Income Families or Tax Credit Eligible Families, as applicable?

8. Have any Low-Income Families or Tax Credit Eligible Families been evicted since the time of the last Annual Report or if this report is the first Annual Report filed with respect to this building, since the initial rent-up of this building?

Yes _____ No _____

If Yes, please provide details.

9. Has any legal or administrative action been instituted by any Low-Income Family or Tax Credit Eligible Family against the Borrower or the Partnership?

Yes _____

No _____

If Yes, please provide details.

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SCHEDULE II

CHANGES IN APPLICABLE FRACTION

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SCHEDULE III

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 a U.S. Department of Housing and Urban Development program and by the use of low-income housing tax credits provided by the City for the development. In order for the development to continue to qualify for this loan and these tax credits, 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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- a. the total value of all such assets owned by all such persons: \$ _____,
- b. the amount of income expected to be derived from such assets in the 12-month period commencing this date: \$ _____, and
- c. 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 _____

- 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 tax credits provided by the City and of the funds provided through the U.S. Department of Housing and Urban Development to finance construction 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)

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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 PARTNERSHIP 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 Tax Credit Eligible Unit, complete the following:

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

_____ Less than \$_____ which is the maximum income at which a household of _____ persons may be determined to be a Qualifying Tenant (as defined in the Annual Report).

_____ More than the above-mentioned amount.

b. Number of apartment unit assigned: _____

Applicant:

_____ Qualifies as a Qualifying Tenant.

_____ Does not qualify as a Qualifying Tenant.

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

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

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(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 a.

b. Applicant:

_____ Qualifies as Low-Income Family.

_____ Does not qualify as a Low-Income Family.

PARTNERSHIP:

By: _____

Its: _____

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SCHEDULE IV

CHANGES IN ELIGIBLE BASIS

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